

**9. Minneapolis Park and Recreation Board Comment Letter on the SDEIS/Draft Section 4(f)
Evaluation Update, 2015**



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July 21, 2015

Nani Jacobson
Assistant Director, Environmental and Agreements
Metro Transit – Southwest LRT Project Office
6465 Wayzata Blvd., Suite 500
St. Louis Park, MN 55426

Dear Ms. Jacobson:

The Minneapolis Park & Recreation Board (MPRB) welcomes this opportunity to comment on the Supplemental Draft Environmental Impact Statement (SDEIS) for the Southwest Light Rail Transit (SWLRT) project. The MPRB's comment letter builds upon statements and outcomes noted in comments on the Draft Environmental Impact Statement (DEIS) while focusing on the changes to the project noted in the SDEIS. To best recognize the MPRB's earlier comments, members of a Community Advisory Committee formed to guide comments on the DEIS were assembled to offer insights related to the SDEIS.

In 1883, the Minneapolis Park & Recreation Board was created by an act of the Minnesota State Legislature and a vote of Minneapolis residents. It serves as an independently elected, semi-autonomous body responsible for governing, maintaining, and developing the Minneapolis park system. The MPRB's mission is as follows:

The MPRB shall permanently preserve, protect, maintain, improve, and enhance its natural resources, park land, and recreational opportunities for current and future generations.

The MPRB exists to provide places and recreation opportunities for all people to gather, celebrate, contemplate, and engage in activities that promote health, well-being, community, and the environment.

The MPRB is one of ten regional park implementing agencies. It works with the Metropolitan Council to acquire and develop regional parks and trails to protect natural resources and provide outdoor recreation for public enjoyment in the Metropolitan Area. In 2011, based on Metropolitan Council annual use estimates, the regional parks and trails that are impacted by the proposed SWLRT alignment received more than 6 million visits.

The MPRB is obligated to ensure that parks and trails and the interests of current and future park and trail users are not substantially impaired by the project. It is within this context that the MPRB makes the comments contained in this letter. As stated in the MPRB's comments on the DEIS, there are several overarching messages the MPRB wishes to express

regarding the SWLRT project:

- MPRB remains supportive of light-rail transit.
- Current development and public use of the corridor within Minneapolis has an open and natural character that includes portions of the Minneapolis Chain of Lakes Regional Park, Grand Rounds National Scenic Byway, Kenilworth Regional Trail, Cedar Lake Regional Trail, and Cedar Lake Park. Park design in this area focuses on serenity, habitat restoration, minimal development, and passive recreation. To retain the area's character the water table levels and quality, cultural landscapes, habitat, and open space must be protected and preserved.
- Other parks in or near the corridor include Alcott Triangle, Park Siding Park, and Bryn Mawr Meadows. These parks serve more neighborhood use and maintaining existing park settings, access, and use are clear priorities of the MPRB.
- Visual quality and noise are key areas of concern for the MPRB. The introduction of light rail transit in combination with freight rail poses the potential for significant disturbance to a corridor that, once disturbed, may never regain the "dense regular massing of trees bordering the corridor [that] creates a highly memorable element," as noted in the SDEIS.
- The seamless connections between and among parks and trails is a key attribute of the Kenilworth Corridor, one which the MPRB believes should be present in the corridor to at least to the extent it is today after introduction of the combination of LRT and freight rail.
- The perpetuation of freight rail in the Kenilworth Corridor, which the MPRB believes makes that infrastructure a permanent element, is a substantive change from the DEIS, one that varies dramatically from a long-held understanding of the use of the corridor and one that poses significant safety concerns for trail users and the natural setting and environment of the corridor.

The MPRB believes many of its comments offered as part of its response to the DEIS remain valid and should be perpetuated. To that end, we have attached our comments on the DEIS to this response to the SDEIS.

Thank you for this opportunity to comment on the SDEIS for the SWLRT project. If you have any questions, please do not hesitate to contact Michael Schroeder, Assistant Superintendent for Planning, at mschroeder@minneapolisparcs.org.

Sincerely,



Liz Wielinski
President, Minneapolis Park & Recreation Board

Attachments: SDEIS Comments (July 21, 2015)
SDEIS Comments (December 5, 2012)

Comments Submitted by the Minneapolis Park & Recreation Board in Response to the Supplemental Draft Environmental Impact Statement for the Southwest Light Rail Transit Project

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CONTINUATION OF FREIGHT RAIL OPERATIONS IN THE KENILWORTH CORRIDOR

REVIEW

As described in the SDEIS, changes to the St. Louis Park/Minneapolis Segment of the SWLRT project would continue freight rail operations in the corridor by co-locating those facilities with the proposed LRT infrastructure. This change presents concerns related to the baseline comparison of impacts evaluated in the SDEIS.

In a *relocation* solution, issues related to freight rail operations in the Kenilworth Corridor are eliminated. The impacts of LRT on the setting and experience of the corridor can be based solely on the introduction of LRT. The baseline for noise is greatly reduced with the elimination of freight rail operations in the corridor, the need for expanding the corridor is limited, the existing significant and character-defining visual features are largely retained, and concerns for safety can be limited to the interactions of corridor users with light rail operations only.

With *co-location*, the noise of LRT is additive to freight rail, the corridor must be significantly expanded by impacting features noted in the SDEIS as definitive of the character of the Kenilworth Corridor, safety concerns related to trail access and blockage of trail connections are increased, and concerns related to park and trail user safety relative to the potential for spills and combustion of conveyed freight becomes significant. In addition, significant disturbance and additional construction is required near sensitive environmental and recreational features.

The MPRB is interested in a more direct comparison of impacts related to visual quality, noise, safety, and construction using re-location as a baseline. While we understand the solution proposed in SDEIS is co-location, we believe the impacts and, importantly, the strategies for mitigation, are best documented using parallel comparisons of co-location and relocation.

OUTCOMES

- A. A comparison of the effects of co-location based on a solution where freight rail is not present in the Kenilworth Corridor.

SDEIS SECTION 3.4.1.3 (CULTURAL RESOURCES)

REVIEW

The Kenilworth Corridor is a resource enjoyed by tens of thousands of visitors each year. While it serves as a bicycle commuting route between Minneapolis and southwest suburbs, users are attracted to the corridor as a recreation resource based on its location relative to features of the Minneapolis' Grand Rounds and the Minneapolis Chain of Lakes Regional Park and the unique settings of each. Cultural resources are prominent as an attraction and the SDEIS identifies features important to the MPRB and, notes adverse effects of the SWLRT project on those features and resources.

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The MPRB offers the following comments relative to Section 3.3.1.3 (Cultural Resources) provided in the SDEIS:

1. Table 3.4-4 (Cultural Resources in St. Louis Park/Minneapolis Segment that would be adversely affected under the LPA), Historic Districts, XX-PRK-001, notes impacts to the Grand Rounds from the introduction of LRT. The MPRB is keenly interested in preserving the qualities and integrity of the Grand Rounds, a resource under its jurisdiction. The MPRB agrees that the project poses the potential for adverse impacts, but also notes those impacts cannot be fully understood from information presented in the SDEIS. The MPRB anticipates the Metropolitan Council will provide information sufficient and comprehensive in nature to understand and evaluate impacts on the Grand Rounds, particularly as it relates the visual quality and encroachments of LRT and LRT-supporting infrastructure, as well as any new freight rail infrastructure, on the setting and viewsheds of the Grand Rounds.
2. Table 3.4-4 (Cultural Resources in St. Louis Park/Minneapolis Segment that would be adversely affected under the LPA), Individual Resources, HE-MPC-1822 cites the impacts on the Kenilworth Lagoon. The MPRB agrees that passage under the proposed bridges is a significant issue and that the introduction of additional bridge deck area poses an impact on the experience of users of the Kenilworth Channel (referred to as the Kenilworth Lagoon in the SDEIS). The MPRB, through a Memorandum of Understanding (MOU) created between the MPRB and the Metropolitan Council, have agreed to cooperate on the design of the bridge crossings of the channel. That process has not concluded so comment on the impacts cannot be offered. In the MOU, a process for designing the bridges and concepts for their design were framed. The MPRB anticipates the design will be aligned with the terms of the MOU. Significantly, the MPRB seeks a solution that encourages passage for channel users by reducing or eliminating encroachment of bridge components into the channel as the primary method of respecting the historic qualities of the channel.
3. Table 3.4-4 (Cultural Resources in St. Louis Park/Minneapolis Segment that would not be adversely affected under the LPA), Individual Resources, HE-MPC-1833 cites Cedar Lake Parkway as unaffected by the project. It notes effects considered include "LRT tunnel portal outside of the parkway" but views from the parkway to this portal are part of the experience of the parkway. In fact, views demonstrated for the tunnel portal and the necessary fencing (Appendix J, Exhibit J-13) suggest that infrastructure is significant to the viewshed from the parkway. In addition, Section 3.4.1.5 (Visual Quality and Aesthetics) notes the positive effects of the "dense regular massing of trees bordering the corridor creates a highly memorable moment." That visual feature is, in the view of the MPRB, part of the experience of the parkway. As a result, the MPRB disagrees that Cedar Lake Parkway is unaffected by the project and recommends it be included with other adversely impacted resources.

OUTCOMES

- A. Encroachments of LRT and LRT-supporting infrastructure as well as freight rail and its infrastructure are demonstrated for their visual impacts on cultural resources present on MPRB parklands and recreation areas and that methods of reducing those visual impacts on the experience of parks and trails users is minimized.

SDEIS SECTION 3.4.1.4 (SOURCE: MNDOT CRU, 2014.IMPACTS ON PARKLANDS, RECREATION AREAS, AND OPEN SPACES)

REVIEW

The Kenilworth Corridor and the North Cedar Lake Trail are maintained or owned and maintained by the MPRB as significant regional recreation resources. The introduction of LRT in a co-location scenario is a concern for the MPRB particularly from the perspective of impacts on these resources and safety concerns resulting from co-location. For the MPRB, the Kenilworth Corridor serves 550,000 users annually and the North Cedar Lake Trail serves 414,000 users annually (estimates provided by the Metropolitan Council), making these parklands, recreation areas, and open spaces areas of primary concern for the MPRB. Because this section deals, in part, with access to those facilities, the MPRB believes safety at crossings of LRT and freight rail infrastructure should be addressed.

The MPRB offers the following comments relative to Section 3.4.1.4 (Source: MnDOT CRU, 2014, Impacts on Parklands, Recreation Areas, and Open Spaces) provided in the SDEIS:

1. Section 3.4.1.4 (Source: MnDOT CRU 2014.Parklands, Recreation Areas, and Open Spaces) notes “there would be no long-term direct impacts from the LPA on parklands, recreation areas, and open spaces in the segment.” Co-location poses the potential for safety impacts, which the MPRB considers to be a long-term and direct impact on resource users. The presence of freight rail and its impacts on safety for users of the Kenilworth Corridor has not been fully addressed in the SDEIS from the perspective of any failure of LRT or freight rail infrastructure and the ability to respond to an emergency condition.
2. Table 3.4-6 (Parks, Recreation Areas, and Open Spaces in the St. Louis Park/Minneapolis Segment) notes resources and impacts in this segment of the project. The MPRB agrees this list is complete and accurate based on its understanding of the project as demonstrated through the SDEIS, but notes that safety concerns noted in the introduction to this section are not included in the “Types of Impacts.” From the perspective of the MPRB, any crossing of LRT or LRT and freight rail that is not grade-separated poses an impact on users of the parkland, recreation area, or open space resource. In particular, the MPRB is concerned that the combination of LRT and freight rail compromises safety for pedestrian and bicycle crossings when those crossings occur at-grade and recommends the Metropolitan Council address those crossings in greater detail and for any changes where grade separation is eliminated that the Metropolitan Council demonstrate the ways in which an at-grade crossing can be made equally safe as the grade-separated crossing. While the SDEIS references Appendix G for information related to crossings, the diagrams are too general to understand the specific measures to be implemented to maintain a safe crossing for pedestrians and bicyclists of LRT or LRT and freight rail.
3. Under Long-Term Direct and Indirect Parklands, Recreation Areas, and Open Spaces Impacts, it is noted the “The indirect impacts of the LPA would be in the form of visual, noise, and/or access impacts, addressed in greater detail in Sections 3.4.1.5, 3.4.2.3, and 3.4.4.4 of this Supplemental Draft EIS.” This section of the SDEIS references the North Cedar Lake Regional Trail and correctly notes it is owned and operated by the MPRB. However, Section 3.4.1.5 (Visual Quality and Aesthetics) does not fairly or fully address the visual impacts of a bridge crossing of LRT and freight rail. The MPRB believes this structure poses the potential for a significant visual impact on the

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setting of Cedar Lake Park due to its length and height. While the MPRB supports inclusion of the bridge to provide safe crossing of LRT and freight rail, its design poses the potential for a significant impact on the parkland resource of Cedar Lake Park and on users of the North Cedar Lake Regional Trail.

OUTCOMES

- A. The corridor design fully addresses potential safety impacts posed by LRT and freight rail in the corridor, including accommodation of emergency response in the event of a spill, leak, or combustion of any conveyed freight.
- B. Fire, police, and emergency medical personnel and equipment are able to access parklands adjacent to the corridor and provide response times that meet relevant laws and standards.
- C. At-grade trail crossings at LRT and freight rail, especially where the trail must cross both facilities in the same location, are made equally as safe as a grade-separated crossing.
- D. The visual quality of all structures within or visible from parklands are addressed in ways that minimize their intrusion upon the natural settings or activity areas
- E. The North Cedar Lake Trail bridge crossing LRT and rail infrastructure is designed to minimize its visual impact and any adverse impacts to its setting in Cedar Lake Park.

SDEIS SECTION 3.4.1.5 (VISUAL QUALITY AND AESTHETICS)

REVIEW

The Kenilworth Corridor presents a visual quality that is recognized in the SDEIS as “dominated by the existing trails themselves and adjacent active freight rail track. The trails and freight rail alignment are generally surrounded by overstory and understory deciduous vegetation.” The SDEIS further describes the visual quality of the corridor by stating “Dense regular massing of trees bordering the corridor creates a highly memorable element.” The MPRB confirms these points as the key visual elements of the corridor, both of which are central to the experience of the corridor. It also notes that the SDEIS, in general, considers visual quality impacts during a limited portion of the year, but because of the year-round use of parks and recreation areas addressed in the SDEIS, impacts on visual quality should consider “leaf-off” conditions.

The MPRB offers the following comments relative to Section 3.4.1.5 (Visual Quality and Aesthetics) provided in the SDEIS:

1. While the process of documenting existing visual character is clear and follows processes to which the MPRB agrees, the nature of views as static are contrary to the experience of corridor users. The nature of an assessed view should be translated to the experience of a traveler in the corridor; that is, instead of a limited number of viewpoints attempting to characterize the visual experience, the constantly changing viewpoints of a bicyclist or a pedestrian should be considered. It is from that perspective that the “dense regular massing of trees bordering the corridor” becomes important.

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2. Section 3.4.1.5 (Visual Quality and Aesthetics) indicates that Traction Power Substations (TPSS) will be sited in “fully developed areas, including surface parking lots, existing roadway right-of-way, and vacant parcels where feasible.” The Kenilworth Corridor, a primary concern of the MPRB, has none of these siting opportunities. Because these features should be considered a visual intrusion similar to the “addition of the station infrastructure and the overhead equipment required by the LRT,” Table 3.4-8 (Anticipated Direct Change and Impact in Visual Quality and Aesthetics from St. Louis Park/Minneapolis Segment Viewpoints, Viewpoint 6, Intactness), they should be considered a significant factor for the change in visual quality in the corridor.
3. Table 3.4-7 (Existing Visual Quality and Aesthetics by Viewpoint in the St. Louis Park/Minneapolis Segment) reinforces the roles of the dense massing of trees in forming the vividness and unity of the corridor from the perspective of visual quality. It further suggests the viewpoints are generally free of visual encroachments. To these points, the MPRB offers its concurrence.
4. Table 3.4-8 (Anticipated Direct Change and Impact in Visual Quality and Aesthetics from St. Louis Park/Minneapolis Segment Viewpoints) indicates the primary thresholds for visual character are decreased or diminished by the removal of trees to accommodate the transit and freight rail improvements and by the introduction of LRT-supporting infrastructure. In essence, the MPRB would interpret this to mean the existing visual character—and therefore, the visual experience—is denigrated by the proposed changes. From that perspective, and regardless of the formula applied to achieve the visual impact ratings, each viewpoint should be considered substantially impacted. In addition, this table seems to underestimate the impacts of LRT-supporting infrastructure. In demonstrations included in Appendix J, every preliminary rendering with LRT running at grade includes LRT-supporting infrastructure that becomes an intrusion upon the visual experience for users of the Kenilworth Corridor.
5. Table 3.4-8 (Anticipated Direct Change and Impact in Visual Quality and Aesthetics from St. Louis Park/Minneapolis Segment Viewpoints) for Viewpoint 3 describes the view from Cedar Lake Parkway toward the tunnel and the channel crossing. The description notes the tunnel portal as a part of the view, but the lack of notation regarding the portal suggests that it has no visual impact. In fact, the preliminary rendering shown in Exhibit J-13 would suggest the portal has a substantial visual impact. Replacing the existing split rail fence with a taller and more expansive fence at the portal does not respect the intactness described for this viewpoint in Table 3.4-7. While the SDEIS notes this as a substantial visual impact, the MPRB remains very concerned that mitigation will not restore the visual experience currently enjoyed by trail users.
6. Table 3.4-8 (Anticipated Direct Change and Impact in Visual Quality and Aesthetics from St. Louis Park/Minneapolis Segment Viewpoints) for Viewpoint 5 indicates the “increased clearance and openness under the bridge would create a visual connection between the segments of the lagoon north/south of the new bridges.” The MPRB agrees this is a positive change. However, the narrative description for Viewpoint 5 suggests “the bridge, as currently conceived, will have an attractive design that will become a positive focal point in the view.” From the perspective of the MPRB, this set of bridges has the potential of substantially improving the visual experience of the lagoon by removing as many piers as possible from the water, thereby reinforcing the lagoon itself as the focal point—not the bridge. As the design of the bridges proceeds, the MPRB encourages enhancement of the openness of the view, removal of bridge encroachments into the lagoon, and minimizing the

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visual focus of the new bridges. The narrative description of this viewpoint indicates the impact as “Not Substantial,” but this determination is largely dependent on the design of the introduced bridges.

7. Table 3.4-8 (Anticipated Direct Change and Impact in Visual Quality and Aesthetics from St. Louis Park/Minneapolis Segment Viewpoints) for Viewpoint 6 indicates the same response for Intactness and Unity. But more important, the description of the change suggests “the addition of the station structures will make a positive contribution to the level of vividness that counterbalances the loss of vividness due to vegetation removal.” While a formulaic application of a visual quality assessment might allow for the substitution of one factor of visual quality for another, the MPRB suggests the introduction of a station cannot be considered a reasonable replacement for the loss of trees, especially when the assessment of views for the corridor suggests the dense massing of trees is a central feature of the corridor and that two of the three factors evaluating the view indicate the loss of trees decreases or reduces the factor (and the third factor cannot be determined from the SDEIS because of an apparent typographical error).
8. Section C (Mitigation Measures) indicates mitigation measures will “include landscaping, visual treatment and continuity with the elevated light rail structure design, lighting, and signage.” A footnote references Section 3.4.1.3, but is suggesting measures of mitigation will be achieved through “sensitive design and the incorporation of protective measures” (Table 3.4 (Cultural Resources in St. Louis Park/Minneapolis Segment that would be adversely effected under the LPA), Individual Resources, HE-MPC-1822). The MPRB suggests that further definition is required to understand how sensitive design and protective measures will replace the “dense regular massing of trees bordering the corridor” that is indicated in the SDEIS as creating a “highly memorable element.”
9. While this section of the SDEIS addresses key viewpoints of concern to the MPRB, it fails to address other significant points of visual quality related to MPRB resources. In particular, this section does not address the impacts on visual quality of the proposed grade-separated crossing of LRT and freight rail of the North Cedar Lake Regional Trail (an MPRB-owned and operated facility) and Cedar Lake Park. In addition, there is no mention of the landing for a bridge extending from Van White Memorial Boulevard and its impacts on Bryn Mawr Meadows, parkland under the jurisdiction of the MPRB. Finally, Table 3.4-6 (Parks, Recreation Areas, and Open Spaces in the St. Louis Park/Minneapolis Segment) notes visual changes as an impact at Park Siding Park, but no mention of the visual quality impacts are noted in Section 3.4.1.5.

OUTCOMES

- A. The “dense regular massing of trees bordering the corridor” remains a defining element of the corridor.
- B. Assessments of visual quality address “leaf-off” conditions in recognition of the year-round use of the Kenilworth Corridor and MPRB parks and recreation areas.
- C. LRT-supporting infrastructure, including features not addressed or not fully addressed in the Visual Quality and Aesthetics section such as traction power substations and the LRT tunnel portal, is designed in ways that minimize visual impacts upon trail users.

- D. The experience of Kenilworth Channel users is orchestrated to maintain focus on the channel as the primary feature, with bridges that remain background elements for channel users.
- E. Stations, while significant structures in the setting of the Kenilworth Corridor, are not substitutes for the visual quality of the existing natural setting.
- F. Visual impacts to all parklands are addressed through a process that emphasizes the quality of the visual experience with the natural setting as the dominant feature.

SDEIS SECTION 3.4.2 (ENVIRONMENTAL EFFECTS)

REVIEW

The physical location of the Kenilworth Corridor is important to the MPRB not only as a recreation resource, but because of its geographic context among several lakes of the Chain of Lakes Regional Park. Instances of environmental degradation related to the introduction of LRT are of primary concern because of the proximity of the natural features along the corridor. Still, the corridor is an important recreation feature, offering a route for pedestrians and bicyclists totaling more than 550,000 visits per year. The introduction of LRT alongside freight rail poses changes related to safety and connectivity that are a paramount concern for the MPRB.

The MPRB offers the following comments relative to Section 3.4.2 (Environmental Effects) provided in the SDEIS:

1. Section 3.4.2.1 (Geology and Groundwater) notes “there is the potential for long-term pumping of surface water from the tunnel portals (predominantly stormwater) that collects inside and at the lowest point of the tunnel portals and is routed to underground infiltration chambers.” This section notes further “As described in the Draft EIS, in areas of high groundwater elevations and granular soils, there is an increased potential for groundwater contamination as a result of previous hazardous and contaminated materials spills.” In a description of the effects of the tunnel on lake levels, the SDEIS indicates “Groundwater and lake levels in the area surrounding Cedar Lake, Lake of the Isles, and Lake Calhoun are very similar, with little change in elevation across the system” and “there is little or no groundwater gradient among the lakes; groundwater does not ‘flow’ from one water body to another.” During the MPRB’s study of alternative crossing of the Kenilworth Channel, consultant reports suggest there is a directional movement of groundwater in this area, with a general direction along the alignment of the LRT corridor. The MPRB notes these statements as inconclusive relative to the potential for contamination and adverse impacts on the lakes. That construction activities could increase the potential for groundwater contamination, that groundwater (now potentially contaminated) would be collected upon entering portion of the tunnel and then infiltrated using underground chambers, and that there is evidence the groundwater system in this area is connected (regardless of flow), suggests a risk for groundwater contamination from the presence of the tunnel that needs to be addressed.

The SDEIS focuses on the potential impacts of groundwater contamination resulting from LRT operations and suggests “The potential to contaminate groundwater from operation of the light rail system would be low, because the trains would be electric and, generally, no activities that generate

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pollutants would occur in this area.” Notwithstanding the MPRB’s comments above related to groundwater, the SDEIS does not address the potential for contamination of groundwater from the operations of freight rail in the Kenilworth Corridor. Because co-location is the basis of the SDEIS and because the LPA makes freight rail a permanent component of the corridor, the potential for groundwater contamination from freight rail operations should be addressed.

2. Section 3.4.2.1 (Geology and Groundwater), part C (Mitigation) addresses a groundwater management plan to be prepared as part of the project and that it would address “collection, storage, and disposal of surface water runoff from the light rail track systems, stations, and other infrastructure developed as part of the project.” Because the LPA is based on co-location with freight rail becoming a permanent component of the corridor, freight rail is part of the “other infrastructure developed as part of the project” and should be addressed in the groundwater management plan.
3. Section 3.4.2.2 (Water Resources: Wetlands, Floodplains, Public Waters, and Stormwater Management, Part B. Potential Water Resource Impact, Public Waters and Stormwater Management) indicates that “runoff from newly poured concrete surfaces can have high alkalinity, often above pH 9, which can result in degraded water quality and can affect fish.” This section further states “The concrete used for this project would take several months to cure enough so that the pH of exposed surfaces decreased to acceptable levels. Stormwater runoff would be tested, and if excessive levels of pH or turbidity are found, the runoff would be treated before it is released to storm sewers or a receiving water body.” From the perspective of the MPRB, “acceptable levels” would be at least the same as those levels found prior to the construction of the improvements. In addition, when the receiving water bodies include those under the jurisdiction of the MPRB or are related to its park resources, the MPRB would urge the Metropolitan Council to treat any runoff from those surfaces that might degrade water quality or affect fish, and to not rely upon finding excessive levels of pH or turbidity (at which point, the MPRB assumes, some stormwater runoff would have already entered receiving water bodies).

In addition, the SDEIS fails to address the potential impacts to water resources from a spill or leak of conveyed freight in the Kenilworth Corridor. Because the LPA makes freight rail a permanent component of the corridor, the potential impacts should be recognized and addressed as a part of the SDEIS.

4. Section 3.4.2.3 (Noise), A. Existing Conditions indicates that east of West Lake Station and the Kenilworth Lagoon “Currently, the dominant noise source in the segment is existing freight rail traffic.” The nature of the park setting suggests that this noise level not be exceeded by the combination of LRT and freight rail in the corridor. In fact, and as noted at the beginning of these comments, the MPRB believes a more fair demonstration of impacts would be achieved by indicating a comparison to a re-location solution where the impacts of noise from freight rail would be eliminated from the corridor.
5. Section 3.4.2.3 (Noise), B. Potential Noise Impacts, Long-Term Direct and Indirect Noise Impacts indicates that “The presence of the proposed tunnel in the Kenilworth Corridor eliminates almost all noise impacts relative to an at-grade LRT system within the same segment of the corridor,” yet it fails to identify what noise impacts remain. The MPRB desires clarity on those impacts that remain after “almost all” have been eliminated so that it can better understand the mitigation that might be

proposed. Table 3.4-12 (Summary of Noise Impacts for Category 1 and Category 3 Land Use – St. Louis Park/Minneapolis Segment) summarizes impacts of noise on the Kenilworth Channel and Kenilworth Lagoon Bank. A MOU between the MPRB and the Metropolitan Council addresses concerns related to noise at the Kenilworth Channel crossing and suggests that a design for the bridges would “incorporate strategies or features in the design of a bridge that respond to findings of MPRB’s study of channel crossing concepts.” The MOU indicates “The MPRB undertook a study of the channel crossing and determined visual quality and noise as the MPRB’s highest priorities for consideration in the design of the bridge.” Notwithstanding the statements of this section, the MPRB expects the Metropolitan Council will maintain adherence to the MOU and determine methods of reducing noise impacts in the area of the Kenilworth Channel and Kenilworth Lagoon Bank regardless of the type and number of impacts indicated in the SDEIS because, as is noted in this section of the SDEIS, “quietude is essential feature of the park.”

6. Section 3.4.2.4 (Vibration), C. Mitigation Measures indicates mitigation for vibration impacts will be incorporated in a vibration mitigation plan. For the MPRB, vibration impacts at the Kenilworth Channel bridges remain a concern. Preliminary design directions for the bridges suggest the potential for a trail bridge separated from an LRT bridge. The MPRB believes this is significant in reducing vibration impacts for trail users, even as we understand that vibration for outdoor receptors are not a consideration.
7. Section 3.4.2.5 (Hazardous and Contaminated Materials) indicates the design of the tunnel would include measures that would, “In the unlikely event of a spill of hazardous or contaminated materials in the tunnel... prevent infiltration of groundwater through the tunnel bottom and allow contaminated materials to be collected... and not released into the groundwater.” While these measures for unlikely events are appreciated, the MPRB remains concerned about the potential for construction activities to change conditions and allow contaminated materials to move toward lakes or other water bodies.
8. Section 3.4.4.5 (Bicycle and Pedestrian) describes the impacts of the LPA on bicycle and pedestrian facilities, many of which are under the jurisdiction of the MPRB in this segment of the corridor. The MPRB desires further information on the safe crossing of LRT and freight proposed in the area of the 21st Street Station due to its proximity to East Cedar Beach. The combination of rail crossings at this location poses concerns for pedestrian and bicycle access, in particular resulting from those users becoming suddenly and temporarily “trapped” between rail crossings. Recent discussions of the Metropolitan Council related to cost reductions suggest elimination of the North Cedar Lake Trail Bridge which would present the same concerns to the MPRB. Crossings for pedestrians in the area of the West Lake Street Station are also concerns for the MPRB, in part because of the attraction of Lake Calhoun and desires for movement to the Minneapolis Chain of Lakes Regional Park. This section notes Appendix G offers a conceptual design of improvements but the diagrams are too general to understand the ways in which pedestrian and bicycle safety will be provided.
9. Section 3.4.4.5 (Bicycle and Pedestrian) describes impacts related to LRT for pedestrians and bicyclists, but the significant change presented in the SDEIS is the presence of freight rail in the Kenilworth Corridor. The MPRB believes freight rail can be a safety concern for trail users and it should be addressed in a Final Environmental Impact Statement. Further, other portions of the SDEIS describe the potential for blockage of local roadways by freight trains, but the SDEIS does not describe the potential for blockage of trail intersections. In particular, if the proposed North Cedar

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Lake Trail bridge is eliminated as a cost saving measure, an FEIS must address the blockage of the intersection of the North Cedar Lake Trail and address any safety concerns for trail users resulting from such a blockage. In addition, the MPRB is concerned about potential blockage by freight rail at West 21st Street, not only from the perspective of access to East Cedar Beach by park users but recognizing the need to maintain access to the beach for emergency vehicles.

10. Section 3.4 does not address the impacts on wildlife and wildlife migration in the Kenilworth Corridor or Cedar Lake Park. These are significantly large natural and habitat areas and the impacts of LRT and freight rail infrastructure, particularly fencing and walls, should be addressed by the project.

OUTCOMES

- A. Any permanent dewatering methodologies applied to the corridor protect water table levels and quality, and habitat within the parklands that is dependent on those water levels.
- B. The groundwater management plan addresses impacts of all rail infrastructure, not just new LRT infrastructure.
- C. When dealing with construction impacts to water bodies within or near parklands, best practices are implemented as a baseline for project activities, not as a response to discovered excessive pH or turbidity levels.
- D. Noise and vibration impacts are minimized for park and trail users and maintained at levels not greater than the extant condition.
- E. Because co-location makes freight rail a permanent condition in the corridor, comparisons are made to conditions that do not use freight rail as a baseline to ensure proper mitigation is included as part of the project.
- F. Bridge crossings of the Kenilworth Channel are achieved with a separated trail structure to ensure vibrations from rail are not translated through the structures to pedestrians or bicyclists.
- G. Technologies are incorporated that reduce track noise and vibration.
- H. Potential contamination, spills, and leaks from freight rail operations will not impact the natural features or environmentally sensitive elements of the corridor, and the potential for combustion of conveyed freight is addressed with considerations of impacts on park and trail users and emergency response requirements.
- I. Fire, police, and emergency medical personnel and equipment are able to access parklands adjacent to the corridor and provide response times that meet relevant laws and standards.
- J. The potential for construction activities to change conditions and allow contaminated materials to move toward lakes or other water bodies is addressed as a core component of the implementation plan.

- K. Bicycle and pedestrian intersections with LRT and freight rail infrastructure if required to be at-grade are developed in ways that are equal in safety to grade separated crossings.
- L. Trail crossings of rail infrastructure does not create blockage for trail users except when trains are passing (in motion through) the crossing.
- M. The trail design meets the needs of current and projected users.
- N. All trail connections are maintained or improved.

SDEIS SECTION 3.5 (DRAFT SECTION 4(F) IMPACTS)

REVIEW

The MPRB provided information to the Metropolitan Council related to its park properties along and near the SWLRT corridor. The MPRB agrees that the list of properties included in the SDEIS is complete and correct.

The MPRB offers the following comments relative to Section 3.5 (Draft Section 4(f) Impacts) provided in the SDEIS:

1. Table 3.5-2 (Summary of FTA's Preliminary Section 4(f) Property Use Determinations) lists and describes the impacts of SWLRT on MPRB park properties. The MPRB agrees with the determinations provided the comments of this section are recognized and addressed by the project.
2. Section 3.5.1.4 (Section 4(f) Use Definitions and Requirements), A. Individual Section 4(f) Evaluation indicates "*de minimis* use is described below in Section 3.5.1.6." The SDEIS published by the Metropolitan Council does not include this section.
3. Section 3.5.4.1 (Publicly Owned Parks and Recreation Areas), I. Park Siding Park – Preliminary No Section 4(f) Use Determination, Preliminary Determination of Temporary Section 4(f) Use indicates that 0.016 acre of the park would be used to construct and remove a temporary trail detour as a result of the SWLRT project. It has been discussed that changes made necessary by the SWLRT tunnel will result in the need to reconstruct a portion of sanitary sewer in the area of Cedar Lake Parkway, a part of which will impact Park Siding Park. The FEIS should identify this need, if in fact the park is required for this construction activity.
4. Section 3.5.4.1 (Publicly Owned Parks and Recreation Areas), J. Kenilworth Channel/Lagoon (as an element of the Minneapolis Chain of Lakes Regional Park) – Preliminary *De Minimis* Determination, Preliminary Determination of Permanent Section 4(f) Use: Section 4(f) *de minimis* Use indicates the channel "would not be adversely impacted under the LPA and the horizontal clearances between the banks and the new piers [of bridges supporting the trail, LRT, and freight rail] would be of sufficient width to accommodate recreational activities that occur within the channel/lagoon." The MPRB has been active in the design of bridges and understands it is possible to span the channel for the purposes of the trail crossing with no piers extending into the water and that it may be possible to span the channel for the purposes of the LRT crossing with no piers extending into the water. The MPRB considers this possibility to be a positive feature of a proposed bridge as it maximizes the

July 21, 2015

open water available in the channel for recreation use. However, the bridge decks are more expansive than in the extant trail/freight rail bridge causing concerns for the amount of snow that might be collected on the channel under the bridge. Winter activities, including cross-country skiing are important features of this part of the park and must be considered as a part of the crossing.

5. Section 3.5.4.1 (Publicly Owned Parks and Recreation Areas), J. Kenilworth Channel/Lagoon (as an element of the Minneapolis Chain of Lakes Regional Park) – Preliminary *De Minimis* Determination, Preliminary Determination of Permanent Section 4(f) Use: Section 4(f) Use indicates the new bridge crossings of the Kenilworth Channel “would have an attractive design that would become a positive focal point in the view.” In the visual quality assessment, this view change is indicated to be Not Substantial, but in fact views of the bridges should be of secondary importance when compared to the channel—the historic resource.
6. Section 3.5.4.1 (Publicly Owned Parks and Recreation Areas), J. Kenilworth Channel/Lagoon (as an element of the Minneapolis Chain of Lakes Regional Park) – Preliminary *De Minimis* Determination, Preliminary Determination of Permanent Section 4(f) Use: Section 4(f) *de minimis* Use indicates the areas of the Kenilworth Channel would be moderately impacted by noise. The MPRB, through an MOU with the Metropolitan Council, has identified noise generated by LRT to be a primary concern and one that will be addressed as a part of the bridge design process.
7. Section 3.5.4.1 (Publicly Owned Parks and Recreation Areas), K. Cedar Lake Park – Preliminary *De Minimis* Determination, Preliminary Determination of Permanent Section 4(f) Use: Section 4(f) *de minimis* Use, Cedar Lake Junction indicates the realignment of an existing trail to create a grade-separated crossing of LRT and freight rail. Because of the intensity of trail use, managing crossings for pedestrian and bicyclist safety remains a primary concern for the MPRB. In addition, the MPRB recognizes this crossing, due to its height and length, would permanently alter the setting in the north portion of Cedar Lake Park. The design of the bridge should, in the opinion of the MPRB, find ways to minimize its visual impact on trail and park users. In the SDEIS, this bridge was not addressed in the section related to Visual Quality and Aesthetics.
8. Section 3.5.4.1 (Publicly Owned Parks and Recreation Areas), L. Bryn Mawr Meadows Park – Preliminary *De Minimis* Determination, Preliminary Determination of Permanent Section 4(f) Use indicates a bridge and a new elevated section of the Luce Line Trail would be constructed in a portion of the park and trails connecting to this bridge would be reconstructed in a portion of the park. While the MPRB is supportive of the demonstrated alignment, the presence of the bridge in the park setting is significant. In the SDEIS, this bridge was not addressed in the section related to Visual Quality and Aesthetics.

OUTCOMES

- A. Minneapolis Chain of Lakes Regional Park and adjoining parkland remains a quiet, tranquil, and natural park destination.
- B. The area between Lake Street and I-394 is naturally beautiful and serene.
- C. Bike and pedestrian trails remain with the same or better design quality and width as current trails; these include those that run along and across the corridor, as well as access trails.

- D. The trail design meets the needs of current and projected users.
- E. All trail connections are maintained or improved.
- F. At all points along the corridor, and especially at the narrowest locations, sufficient space remains for trails, trail users, and year-round maintenance vehicles and crews.
- G. Trail crossings of LRT and freight rail are safe and logical, and do not present unnecessary delays for trail or park users.
- H. The combination of LRT and freight rail does not impact the safety of park, trail or beach users.
- I. Fire, police, and emergency medical personnel and equipment are able to access parklands adjacent to the corridor and provide response times that meet relevant laws and standards.
- J. Structures introduced to parklands to support LRT or accommodate its presence or to support freight rail are designed to allow the park setting to remain the prominent feature of the park or recreation use.
- K. Recreation activities currently available in the Kenilworth Corridor and MPRB parks are equal to or better upon completion of the SWLRT project as those that exist.
- L. Park or recreation features are restored upon completion of temporary construction activities to match as closely as possible the extant conditions.

Minneapolis Park and Recreation Board Southwest Transitway DEIS Comment Letter



Lake Calhoun



Cedar Lake



Lake of the Isles



Lake of the Isles

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Transmittal Letter

December 5, 2012



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Minneapolis, MN 55415

Re: Minneapolis Park and Recreation Board Comments on the Southwest Transitway Draft Environmental Impact Statement

Dear Project Manager:

The Minneapolis Park and Recreation Board (MPRB) welcomes this opportunity to comment on the Draft Environmental Impact Statement (DEIS) for the Southwest Transitway (LRT) project. In collaboration with its appointed Community Advisory Committee, the MPRB prepared the following comment letter for Segment A of the Locally Preferred Alignment (LPA) for the project. It contains the MPRB's desired outcomes for the project relative to historical, cultural, visual, recreational, social, environmental, and safety impacts on the park and recreation resources it owns, manages, or maintains.

In 1883, the Minneapolis Park and Recreation Board was created by an act of the Minnesota State Legislature and a vote of Minneapolis residents. It serves as an independently elected, semi-autonomous body responsible for governing, maintaining, and developing the Minneapolis park system. The MPRB's mission is as follows:

The MPRB shall permanently preserve, protect, maintain, improve, and enhance its natural resources, park land, and recreational opportunities for current and future generations.

The MPRB exists to provide places and recreation opportunities for all people to gather, celebrate, contemplate, and engage in activities that promote health, well-being, community, and the environment.

The MPRB is also one of 10 regional park implementing agencies. It works with the Metropolitan Council to acquire and develop regional parks and trails to protect natural resources and provide outdoor recreation for public enjoyment in the Metropolitan Area. In 2011, based on Metropolitan Council annual use estimates, the regional parks and trails that are impacted by this alignment received over 6 million visits.

President
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Vice President
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Jon C. Olson
Anita Tabb
Scott Vreeland
M. Annie Young
Superintendent
Jayne Miller

Secretary to the Board
Michael P. Schmidt



The MPRB is obligated to ensure that parks and trails and the interests of current and future park and trail users are not substantially impaired by the project. It is within this context that the MPRB makes the comments contained in this letter. There are several overarching messages the MPRB wishes to express regarding the Southwest Transitway:

- MPRB, in general, is supportive of light-rail transit.
- Current development and public use of the corridor within Minneapolis has an open and natural character that includes portions of the Minneapolis Chain of Lakes Regional Park, Grand Rounds National Scenic Byway, Kenilworth Regional Trail, and Cedar Lake Regional Trail. Park design in this area focuses on serenity, habitat restoration, minimal development, and passive recreation. To retain the area's character the water table levels and quality, cultural landscapes, habitat, and open space must be protected and preserved.
- Several topics of keen interest to the MPRB, including noise, vibration, and visual impacts, are noted in the DEIS as requiring further analysis during preliminary engineering. To monitor and protect the parks, trails, and recreation areas of this project that are within its jurisdiction, the MPRB expects to have a central role in the design of Segment A.
- MPRB does not support the co-location alternative.

Thank you for this opportunity to comment on the DEIS for the LRT. If you have any questions, please do not hesitate to contact Jennifer Ringold, Manager of Public Engagement and Citywide Planning, at 612-230-6464 or jringold@minneapolisparcs.org.

Sincerely,

A handwritten signature in blue ink, appearing to read "John Erwin".

John Erwin

President, Minneapolis Park and Recreation Board

Introduction

The Minneapolis Park and Recreation Board (MPRB), a semi-autonomous government agency, was established in 1883 by the Minnesota State Legislature. It owns, operates, or maintains park land within the cities of Minneapolis, Golden Valley, Richfield, Robbinsdale, Saint Louis Park, and Saint Anthony. The MPRB is also one of 10 regional park implementing agencies that works with the Metropolitan Council to acquire and develop parks and trails to protect natural resources and provide outdoor recreation for public enjoyment in the Metropolitan Area.

In 2013, the MPRB will celebrate 130 years of providing outstanding park and recreation services to residents and visitors of Minneapolis. In citywide surveys, residents often remark that the Minneapolis park system is essential to their quality of life and to the identity of the city. Founders of the system, such as H. W. S. Cleveland and Theodore Wirth, understood the role parks play in a healthy, livable, and balanced city. They made preserving land for future generations a priority. Their success shaped the character of Minneapolis and continues to improve people's lives.

Segment A of the Locally Preferred Alternative (LPA) of the Southwest Transitway (LRT) and its station areas include, cross, and are adjacent to neighborhood and regional parks and regional trails that are owned or maintained by the MPRB. These include the following (see [map](#) below):

- ≠ Minneapolis Chain of Lakes Regional Park
 - Cedar Lake Park
 - Cedar Lake
 - Kenilworth Channel
 - Lake of the Isles
 - Lake Calhoun
 - Cedar Lake Parkway and Trails (bicycle and pedestrian)
 - Dean Parkway and Trails
- ≠ Grand Rounds National Scenic Byway
- ≠ Kenilworth Regional Trail (bicycle and pedestrian)
- ≠ Cedar Lake Regional Trail (bicycle and pedestrian)
- ≠ Park Siding Park

With its extensive land holdings and maintenance responsibilities, the MPRB is obligated to identify the historical, cultural, visual, recreational, social, environmental, and safety issues and impacts related to Segment A of the LPA and ensure that these parks, trails, and the current and future interests of park and trail users are protected.

On 1 September 2010, the MPRB approved the following charge for the appointed Community Advisory Committee (CAC):

Prepare recommendations to the Board on the contents of a formal Comment Letter in response to the Draft Environmental Impact Statement for the proposed Southwest Light Rail Transit Alternative 3A. The recommendations of the CAC shall focus on desired outcomes relative to historical, cultural, visual, recreational, social, environmental, and safety issues as they relate to lands owned or managed by the Minneapolis Park and Recreation Board.

Appointers and CAC members are below:

Appointing Person or Group	Appointee
Board President John Erwin	Scott Neiman, Chair
MPRB Commissioner Anita Tabb, District 4	Eric Sjoding
MPRB Commissioner Brad Bourn, District 6	Kendal Killian
MPRB Commissioner Annie Young, At-large	Caitlin Compton
MPRB Commissioner Bob Fine, At-large	Matt Perry
Bryn Mawr Neighborhood Association	Barry Schade
Cedar-Isles-Dean Neighborhood Association	John Erickson
Cedar Lake Park Association	Brian Willette
Kenwood Isles Area Association	Jeanette Colby
Lowry Hill Neighborhood Association	George Puzak
West Calhoun Neighborhood Council	Meg Forney
Harrison Neighborhood Association	Maren McDonell
Hennepin County Commissioner Dorfman	Tim Springer
Council Member Goodman – Ward 7	Neil Trembley
Council Member Tuthill – Ward 1	D'Ann Topoluk
Council Member Hodges – Ward 13	Ben Hecker
Council Member Samuels – Ward 5	Vicki Moore
Mayor of Minneapolis R.T. Rybak	Jerry Van Amerongen

Supported by MPRB staff lead Jennifer Ringold and consultant Anne Carroll (Carroll, Franck & Associates), the CAC began meeting in September 2010, suspended work for most of 2011 with the DEIS delays, and scheduled their 2012 meetings to coincide with the anticipated DEIS release. Working from comprehensive background information and their own knowledge and community connections, the CAC generated an increasingly detailed set of issues and preferred MPRB outcomes. Once the DEIS was released in October 2012, the CAC created a “crosswalk” connecting DEIS contents with their issues and outcomes, which was then converted to this Comment Letter. This final version of the Comment Letter was formally approved by the MPRB Board on *December 5, 2012*.

Beginning with the entire corridor, the content of this comment letter is organized by location from north to south as shown in the Table of Contents and on the [map](#) below.

The first section presents MPRB’s adopted opposition to the co-location alternative. The remaining sections focus on the locations where the MPRB has an interest in the design and implementation of the LRT project, they include the following subsections:

- ≠ **Location and Description:** This describes the location and why it was selected by the MPRB for DEIS comments.
- ≠ **Issues:** The issue and why it is important at the particular location is described. For each issue, the MPRB then provides one or more of the following:
 - ≠ **Outcomes:** Critical *outcomes* that the MPRB has adopted and must be addressed in the FEIS and preliminary engineering.
 - ≠ **Statements:** MPRB’s adopted positions on critical issues or processes that must be resolved, reconciled, reevaluated, or otherwise included in near-term design work and decision-making.
 - ≠ **Corrections:** Identified errors in the DEIS that must be corrected for the FEIS and subsequent work.

Images are courtesy of MPRB unless otherwise noted; specifically, most aerials and maps are from Google and current to 2012, and are cited.

Corridor and Comment Location Map



Co-Location Alternative

According to the Section 4(f) review of the co-location alternative in the DEIS, this alternative will result in permanent loss of park land and impairment to MPRB properties and uses.

Below is the statement that the MPRB has adopted regarding co-location.

Statement: The MPRB opposes the co-location alternative and supports the co-location findings presented in the DEIS regarding Section 4(f) and Section 106 impacts to lands owned or maintained by the MPRB. Based on a review of the documents, the permanent loss of park lands, impacts to regional trail functionality and capacity, and harm to the Grand Rounds Historic District (eligible for the National Register of Historic Places) cannot be mitigated within the corridor.

1 Entire Corridor

1.1 Location and Description

This section includes issues and outcomes that apply to all or most of the corridor. The sections that follow this focus on issues and outcomes that are specific to certain locations. See [map](#) above.

A primary concern for the MPRB is protecting park land and recreational opportunities within and adjacent to the corridor for current and future generations. Chapter 7 of the DEIS contains the Section 4(f) evaluation of the project. It identifies potential permanent use, temporary use, and constructive use of park land for the project. For Segment A of the LPA it shows that 0.016 acres may be a potential temporary use and does not identify any potential permanent or constructive uses.

Permanent and Temporary use: Within an urban setting continuous park land and linear corridors are critical to habitat management and connectivity for park users. According to the Appendix F *LRT Alternative Segment Plan and Profile STA: 972+00 -1023+00* preliminary concepts for the area near 21st Street, additional park land may be needed to accommodate the westernmost LRT track. The analysis of park lands that are covered by Section 4(f) regulations in the DEIS does not account for this land.



Constructive use: The DEIS articulates (7.1) that “use” of a Section 4(f) resource occurs when, among other things, “There is no permanent incorporation of land, but the proximity of a transportation facility results in impacts so severe that the protected activities, features, or attributes that qualify a resource for protection under Section 4(f) are substantially impaired (e.g., ‘constructive use’).” Based on this definition, the MPRB anticipates that park land and park users may experience long-term impacts of the LRT due to noise, vibration, visual impacts, and safety. Park lands that are eligible for the National Register of Historic Places are considered especially vulnerable to these impacts. Depending on final design, these impacts may be so severe that they would constitute a *constructive use* of protected properties under Section 4(f) regulations.

Below are the critical statements and outcomes that the MPRB has adopted and must be addressed in the FEIS and preliminary engineering.

- 1.2.1 **Statement:** Park lands near 21st Street that are shown as being used for the LRT track in the conceptual designs must be reevaluated under Section 4(f) to identify all permanent and temporary uses.
- 1.2.2 **Statement:** As the design progresses, park lands must be evaluated under Section 4(f) to identify all permanent and temporary uses.
- 1.2.3 **Statement:** As the design progresses, park lands must be reevaluated under Section 4(f) to determine whether there are constructive uses of park land due to long-term noise, vibration, and visual impacts.
- 1.2.4 **Statement:** As the design progresses, park lands must be reevaluated under Section 4(f) to determine whether there are constructive uses of park land due to long-term impacts on parks that are considered eligible for the National Register of Historic Places.

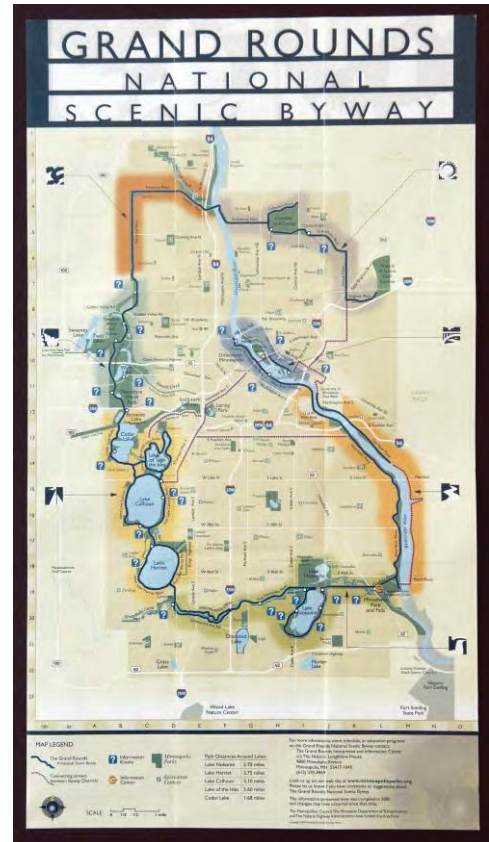
1.2.5 **Outcome:** Park land along the corridor is preserved in the same or better condition.

1.2.6 **Outcome:** Park property is not used permanently as part of LRT development.

1.3 Issue: Design character

Aside from Park Siding Park, the park land the MPRB owns, manages, and maintains adjacent to the corridor is classified as a regional park. A regional park according to the Metropolitan Council's 2030 Regional Parks Policy Plan is "area of natural or ornamental quality for nature-oriented outdoor recreation such as picnicking, boating, fishing, swimming, camping, and trail uses." Park Siding is considered a neighborhood park by the MPRB which means it is a block or less in size and provides basic facilities within a neighborhood.

The MPRB recognizes that current development and public use of the corridor within Minneapolis from the St. Louis Park boundary to the Penn Station has an open and natural area character that includes portions of the Minneapolis Chain of Lakes Regional Park. Portions of this area are within the Grand Rounds Historic District that is eligible for the National Register of Historic Places and are included within an Important Bird Area as designated by the National Audubon Society. Park design in this area focuses on serenity, habitat restoration, minimal development, and passive recreation. Minimizing impacts to water table levels and quality, cultural landscapes, habitat and open space will be critical to retaining this area's character. LRT and station area design that is sensitive to these issues is essential to protect the activities, features, and attributes of the park land in this corridor.



The DEIS makes several references to this issue, including the following:

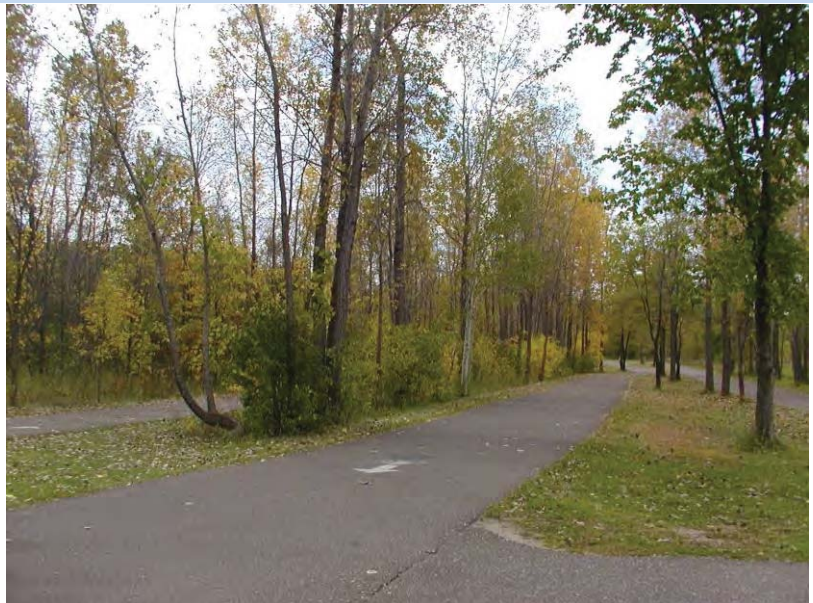
- ≠ 4.1.3.6 Groundwater Sensitivity, page 4-19: Several areas in the study area lie within zones of very high sensitivity to pollution of the water table system...Portions of the land between Cedar Lake and Lake of the Isles....
- ≠ 4.1.4.2 Groundwater, page 4-21: The Build Alternatives may have long-term impacts on groundwater if a permanent water removal system (dewatering) is required. Permanent water removal is anticipated where the cut extends below the water table. There is a probable need for permanent water removal at one cut on both Segment 1 and Segment 3, and possible needs on Segment A and at a second cut along Segment 3, because of shallow groundwater. Evaluations and associated impacts of permanent water removal at the major excavations are summarized in Appendix H.
- ≠ 4.3.3.1 Riparian Habitat Areas, page 4-50: The LRT 3A (LPA) passes over several riparian areas that are associated with Purgatory Creek, South Fork Nine Mile Creek, Nine Mile Creek, Minnehaha Creek and the unnamed channel [Kenilworth Channel] between Lake of the Isles and Cedar Lake. The alternative would impact native wetland or riparian habitats, which are typified by non-native woody wetland habitat, non-native emergent wetland habitat or open water habitat (MLCCS 2008). The development of linear ROW along portions of this alignment has fragmented many wetland habitats on both sides of these features. Development of this alternative would likely increase the fragmented nature of wetland and riparian habitats.
- ≠ 3.1.2.4, Land Use and Socioeconomics, page 3-16: Northwest of Lake Calhoun and between Cedar Lake and Lake of the Isles the city has established the Shoreland Overlay District that specifies development guidelines within a half-mile radius around each of these lakes. Although the ordinance does not prohibit

transportation uses or facilities, it does specify guidelines for controlling both point source and non-point source pollutant discharge within the Shoreland Overlay District.

Below are the critical outcomes that the MPRB has adopted and must be addressed in the FEIS and preliminary engineering.

- 1.3.1 **Statement:** MPRB insists that stormwater impacts to Minneapolis water bodies result in no increased volume of runoff and no increased pollutant loads.
- 1.3.2 **Outcome:** Minneapolis Chain of Lakes Regional Park and adjoining park land remains a quiet, tranquil, and natural park destination.
- 1.3.3 **Outcome:** The area between Lake Street and I-394 is naturally beautiful and serene.
- 1.3.4 **Outcome:** Natural wildlife habitat and serenity of the trail and park land are maintained.
- 1.3.5 **Outcome:** Any permanent dewatering methodologies applied to the corridor protect water table levels and quality, and habitat within the park lands that is dependent on those water levels.
- 1.3.6 **Outcome:** Permeable paving materials are incorporated to reduce stormwater impacts to park land when hard surfaces are added by the project.
- 1.3.7 **Outcome:** The Chapter 551, Article VI Shoreland Overlay District of the City of Minneapolis' Code of Ordinances is followed to preserve and enhance the environmental qualities of surface waters and the natural and economic values of shoreland areas within the city.

The MPRB owns or maintains trails that are within or cross the LPA Segment A corridor. The MPRB is concerned that the LRT frequency and speed will impact these trails and users by reducing access to the trail from local neighborhoods and park lands, inhibiting flow and speed, adding time delays, introducing use/user conflicts and safety problems, and making the trails more difficult to maintain year-round. The MPRB is concerned that the full cost of reconstructing and resurfacing these federally funded trails will not be included in the project budget.



The DEIS makes several references to the importance of retaining the trails. It also mentions the anticipated increased use that will result from population increases and transit development. The references include:

- ≠ 10.5.3.1 Improved Multimodal Environment, page 10-18: Transitway project will improve the existing pedestrian and bicycle infrastructure along the alignment, and improve the safety of pedestrians and bicyclists through implemented design guidelines. All pedestrian facilities will be designed in accordance with current design standards and Americans with Disabilities Act (ADA) requirements to ensure access and mobility for all.
- ≠ 9.6.6.3 Anticipated cumulative impacts, page 9-23: The urban and suburban areas along the Southwest Transitway, as in the entire Twin Cities area, are expected to continue to develop and become denser. The Southwest Transitway's proposed stations in combination with RFFAs- especially residential projects – will

be part of this trend. Because fully developed urban areas typically have little opportunity for the creation of new parks and recreation areas, the existing parks are likely to become more crowded and intensely used.

- ≠ Appendix F, Legend for Plan, page 5: The grading for the trails shown will be included in the project cost, however the surfacing for the trails will not be included with the project costs. Trail surfacing must be performed at the expense of others.

Below are the critical outcomes that the MPRB has adopted and must be addressed in the FEIS and preliminary engineering.

- 1.4.1 **Statement:** As the implementing agency of regional parks and trails in the City of Minneapolis, the MPRB insists that the full cost of reconstructing and resurfacing trails that are impacted by the project is borne by the project budget.
- 1.4.2 **Statement:** The project should further examine the advantages and disadvantages of the trail being aligned on the west or east side of the LRT. The route analysis should consider the number of times the trail must cross the LRT, changes in trail length, trail connections, trail access points, and park land access.
- 1.4.3 **Outcome:** There is adequate access to the Kenilworth Regional Trail from both sides of the LRT tracks, and access points are a reasonable walking distance apart.
- 1.4.4 **Outcome:** The trail alignment minimizes the number of times that the trail crosses the LRT, optimizes trail connections, maintains similar travel distances, provides sufficient access points, and ensures access to park lands.
- 1.4.5 **Outcome:** Bike and pedestrian trails remain with the same or better design quality and width as current trails; these include those that run along and across the corridor, as well as access trails.
- 1.4.6 **Outcome:** The trail design meets the needs of current and projected users.
- 1.4.7 **Outcome:** The trail is designed for a 20 mph design speed (including straight-line ascents and descents at bridges).
- 1.4.8 **Outcome:** Bicycle and walking trail users have a positive, linear park-like experience, including being free of obstructions, having a 2-foot or greater buffer on each side of all trails, and retaining a sense of connection to open space.
- 1.4.9 **Outcome:** All trail connections are maintained or improved.
- 1.4.10 **Outcome:** At all points along the corridor, and especially at the narrowest locations, sufficient space remains for trails, trail users, and year-round maintenance vehicles and crews.

The MPRB is concerned about the LRT noise and vibration impacts on park lands and park and trail users due to the high number of trains that will travel through the corridor daily. An increase from a few freight trains per day to hundreds of LRT trains will dramatically increase the amount of time that park and trail users are exposed to noise and vibration. This could substantially diminish the park and recreation experience for park and trail users.

For noise, the MPRB is particularly concerned that park lands in the corridor are erroneously classified as a Category 3 land use. In FTA's land use categories for Transit Noise Impact Criteria, Category 3 is most commonly associated with institutional land uses and can be used for some types of parks. By contrast, Category 1 is for tracts of land where quiet is an essential element in their intended purpose. This category includes lands set aside for serenity and quiet, and such land uses as outdoor amphitheaters and concert pavilions, as well as National Historic Landmarks with significant outdoor use. Category 1 is more closely aligned with the regional park classification that applies to the majority of park land in the area.

The DEIS makes several references to this issue, including the following:

- ≠ 4.7.3.5 Assessment, page 4-92: There is one moderate impact to a Category 3 land use. The impact is due to very low ambient background noise levels found in the walking trails of the Cedar Lake portion of the Minneapolis Chain of Lakes Regional Park combined with close proximity to the tracks and bell use at grade crossings and crosswalks. This may not apply to the entire Cedar Lake portion of the park, especially in areas where park-goers themselves create higher noise levels, and area of the park farther from the tracks.
- ≠ 4.8.6 Mitigation, page 4-118: Detailed vibration analyses will be conducted during the Final EIS in coordination with Preliminary Engineering. The Detailed Vibration Assessment may include performing vibration propagation measurements. These detailed assessments during the Final EIS/preliminary engineering phase have more potential to reduce project-related effects than assessments of mitigation options at the conceptual engineering phase of the project. Potential mitigation measures may include maintenance, planning and design of special trackwork, vehicle specifications, and special track support systems such as resilient fasteners, ballast mats, resiliently supported ties, and floating slabs.

Below are the critical statements and outcomes that the MPRB has adopted and must be addressed in the FEIS and preliminary engineering.

- 1.5.1 **Statement:** Category 1 is most consistent with the type of parks and open space the MPRB owns or maintains adjacent to or within the corridor. Noise impacts on park lands and users must be reevaluated under the standards set for Category 1 land uses.



- 1.5.2 **Outcome:** The vibration impacts are minimized for park and trail users.
- 1.5.3 **Outcome:** The noise impacts are minimized for users of parks and trail and park users and do not exceed the noise standards set for Category 1 in adjacent park land and along the trail.
- 1.5.4 **Outcome:** Technologies are incorporated that reduce track noise and vibration.
- 1.5.5 **Correction:** In 4.7.3.5 page 4-92, it appears that Segment 4 is referenced instead of Segment A.

The MPRB is concerned about the impacts on park land and users of the parks and trails by visual impacts of the LRT. These concerns include the impacts on view sheds within and outside of the parks, especially those that are part of the Grand Rounds Historic District, which is eligible for listing on the National Register of Historic Places.

The DEIS makes several references to this issue, including the following:

- ≠ 3.6.3.3 Visual impacts, page 3-115: The proposed alignment is on a bridge over Cedar Lake Parkway. Visual impacts on sensitive receptors adjacent to the corridor in the multi-family residential parcel and Cedar Lake Parkway could be substantial.

Below are the critical outcomes that the MPRB has adopted and must be addressed in the FEIS and preliminary engineering.

- 1.6.1 **Outcome:** The visual impact of the LRT and related infrastructure is minimized for trail and park users and honors the historic character of the Grand Rounds when it crosses Cedar Lake Parkway and the Kenilworth Channel.

1.6.2 **Outcome:** The train lights have minimal visual impacts on trail users.

1.7 Issue: Safety

Safety of park and trail users is a critical objective for the MPRB. This includes using design to reduce risks from user conflicts or unexpected hazards and ensuring adequate access to park facilities when the LRT is in operation. Delays in fire, police, and emergency medical response to park facilities, especially beaches, may result from the high number and frequency of trains that are projected to travel through the corridor.

Below are the critical outcomes that the MPRB has adopted and must be addressed in the FEIS and preliminary engineering.

- 1.7.1 **Outcome:** Adequate fire safety infrastructure exists within or proximate to the corridor such that fire suppression and response times meet relevant laws and standards.
- 1.7.2 **Outcome:** Fire, police, and emergency medical personnel and equipment are able to access park lands adjacent to the corridor and provide response times that meet relevant laws and standards.
- 1.7.3 **Correction:** The Minneapolis Park Police should be included in the references to police agencies related to the corridor.



Timely public safety access is essential

1.8 Issue: Construction

The MPRB recognizes that Minneapolis has become one of the top bicycling communities in the country. As such, trail users rely on high quality trail facilities year round for recreation and commuting. A detour that requires significant rerouting of trail users or an extended closure of a trail will be a barrier to trail users on the western side of Minneapolis and the metro area.

Construction can result in extensive damage to vegetation and trees through removals and introduction of invasive species. The former results in a diminished quality of the park and recreation experience for trail and park users, the latter results in long-term habitat management issues for MPRB staff. Additionally, construction can result in the altering the ground and surface water levels and quality if Best Management Practices (BMPs) are not implemented.

The DEIS makes several references to this issue, including the following:

- ≠ 6.3.3.1 page 6-60: Short-term construction effects to bicyclists and pedestrians are also anticipated in all Build Alternatives. In Segments 1, 4, A, and C, some disruptions to the existing regional trails are anticipated during construction. The extent to which the trails would be available for use throughout the process of relocation will be determined during Preliminary Engineering. Disruptions to the existing sidewalk network are anticipated in all Build Alternatives.

Below are the critical outcomes that the MPRB has adopted and must be addressed in the FEIS and preliminary engineering.

- 1.8.1 **Outcome:** Surface and groundwater quality is protected during construction.
- 1.8.2 **Outcome:** Reasonable and safe alternative routes are provided for trail users when sections are closed

during construction.

- 1.8.3 **Outcome:** Any flora that is lost to construction or LRT use is replaced with flora that is in accordance with MPRB plans, with monitoring through a plant survey and replacement for five (5) years after construction is complete.
- 1.8.4 **Outcome:** Soils and slopes are stabilized during construction.
- 1.8.5 **Outcome:** Construction dewatering protects water table levels and habitat within park lands that is dependent on those water levels.
- 1.8.6 **Outcome:** Construction practices prevent introduction of new invasive species to park lands and waters.



MPRB Prairie Maintenance near Cedar Lake Park

2 Linden Avenue

2.1 Location and Description

Linden Avenue serves as an informal trail access point, as it is used primarily by city maintenance vehicles to access the asphalt and concrete recycling facility. Trail users at this access point regularly deal with high vehicular traffic with the nearby entrance to I-394. At this location, the LRT line and trail separate from MPRB-owned land.

The MPRB is concerned that all future work in this area be based on a comprehensive design and coordinated approach. This location requires formal and safe trail access, and cyclists need continuous flow and speed on the federally funded Cedar Lake Regional Trail.



Below are the critical outcomes that the MPRB has adopted and must be addressed in the FEIS and preliminary engineering.

- 2.2.1 **Outcome:** Trail users easily and safely access the Cedar Lake Regional Trail.
- 2.2.2 **Outcome:** Bicyclists in this area maintain continuous flow and speed.
- 2.2.3 **Outcome:** Trail development is coordinated with rail, residential and commercial development in the area.
- 2.2.4 **Outcome:** The federally funded, nonmotorized Cedar Lake Regional Trail is fully functional, with uninterrupted flow and speed.



From Linden Avenue junction, looking southwest along Cedar Lake Regional Trail



From Linden Avenue junction, looking northeast along Cedar Lake Regional Trail

3 Luce Line Regional Trail Junction

3.1 Location and Description

At this location the Luce Line Regional Trail intersects with the Cedar Lake Regional Trail, currently via a bridge over the industrial area and freight rail line, and spiral ramps at each end.

This is a critical connection in the regional trail system, and also provides access to Bryn Mawr Meadows Park.



The MPRB is concerned that all future work in this area be based on a comprehensive design and coordinated approach so that trail and park access be maintained, as well as flow and speed on the regional trails.

Below are the critical outcomes that the MPRB has adopted and must be addressed in the FEIS and preliminary engineering.

- 3.2.1 **Outcome:** Trail users easily and safely make connections between Bryn Mawr Meadows Park, the Luce Line Regional Trail, and the Cedar Lake Regional Trail.
- 3.2.2 **Outcome:** Bicyclists in this area maintain continuous flow and speed.
- 3.2.3 **Outcome:** Trail development is coordinated with rail, residential and commercial development in the area.
- 3.2.4 **Outcome:** The federally funded, nonmotorized Cedar Lake Regional Trail is fully functional, with uninterrupted flow and speed.



Luce Line Regional Trail crossing to connect with the Cedar Lake Regional Trail

4 Spring Lake Trail Junction

4.1 Location and Description

At this location Cedar Lake Regional Trail users pass under I-394 and easily connect to the nearby parks and trails including Spring Lake, Kenwood Parkway, and Parade Stadium, and travel beyond to the Minneapolis Sculpture Garden, Loring Park, and the Grand Rounds National Scenic Byway.



As a critical access point to MPRB park lands and the Grand Rounds, the MPRB is concerned that safe and easy access and connectivity is retained. Below are the critical outcomes that the MPRB has adopted and must be addressed in the FEIS and preliminary engineering.

- 4.2.1 **Outcome:** Cedar Lake Regional Trail users easily and safely connect to Spring Lake Park, Grand Rounds, other parks, parkways, and Van White Boulevard.
- 4.2.2 **Outcome:** Bicyclists in this area maintain continuous flow and speed.
- 4.2.3 **Outcome:** The design prioritizes connectivity to neighborhoods and natural amenities.

In this small space under I-394, the MPRB is concerned about public safety and emergency vehicle access. Below are the critical outcomes that the MPRB has adopted and must be addressed in the FEIS and preliminary engineering.

- 4.3.1 **Outcome:** Fire, police, and emergency medical personnel and equipment can access the trail and Spring Lake and provide response times that meet relevant laws and standards.



From junction, looking southeast toward Spring Lake

As with many locations along the LRT, this area will likely be subject to future development. The MPRB is concerned about protecting the integrity and natural features of Spring Lake and full functionality of the Cedar Lake Regional Trail. Below are the critical outcomes that the MPRB has adopted and must be addressed in the FEIS and preliminary engineering.

- 4.4.1 **Outcome:** Spring Lake and the area's natural features are preserved and protected.
- 4.4.2 **Outcome:** The federally funded, nonmotorized Cedar Lake Regional Trail is fully functional, with uninterrupted flow and speed.
- 4.4.3 **Outcome:** Trail development is coordinated with rail, residential and commercial development in the area.

5 Bryn Mawr Meadows Park

5.1 Location and Description

Bryn Mawr Meadows Park is an active neighborhood park with citywide appeal. Amenities include ball fields, tot-lots, wading pools, and tennis courts. The park is adjacent to the Cedar Lake Regional Trail and LRT line. Currently parks users are connected to the Cedar Lake Regional Trail via a bridge over the industrial area and freight rail line, and spiral ramps at each end.

The MPRB is concerned about ensuring that people from throughout the community can access both this heavily used park *and* the Cedar Lake Regional Trail from this area, and that the trail remains fully functional.



Below are the critical outcomes that the MPRB has adopted and must be addressed in the FEIS and preliminary engineering.

- 5.2.1 **Outcome:** Communities on both sides of the LRT safely and easily access the Cedar Lake Regional Trail and Bryn Mawr Meadows Park.

The MPRB is concerned that this large and active park retain its open and natural feel. Below are the critical outcomes that the MPRB has adopted and must be addressed in the FEIS and preliminary engineering.

- 5.3.1 **Outcome:** The LRT blends in visually with the natural setting of the area.

The MPRB is concerned that all future work in this area be based on a comprehensive design and coordinated approach.

- 5.4.1 **Outcome:** The federally funded, nonmotorized Cedar Lake Regional Trail is fully functional, with uninterrupted flow and speed.
- 5.4.2 **Outcome:** Trail development is coordinated with rail, residential and commercial development in the area.



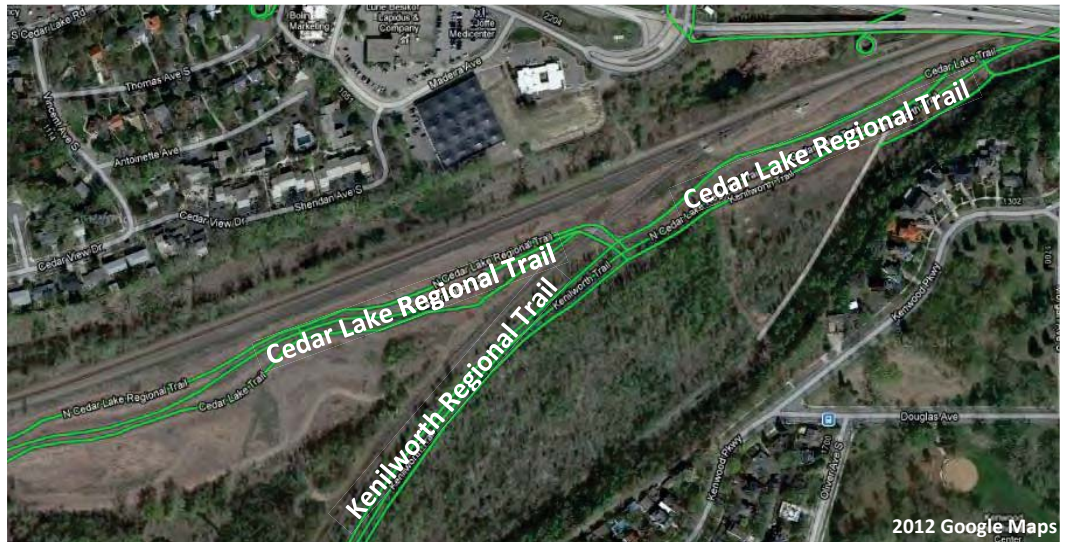
Bryn Mawr Park, looking south from Morgan Avenue

6 Cedar Lake Regional Trail and LRT Crossing Area

6.1 Location and Description

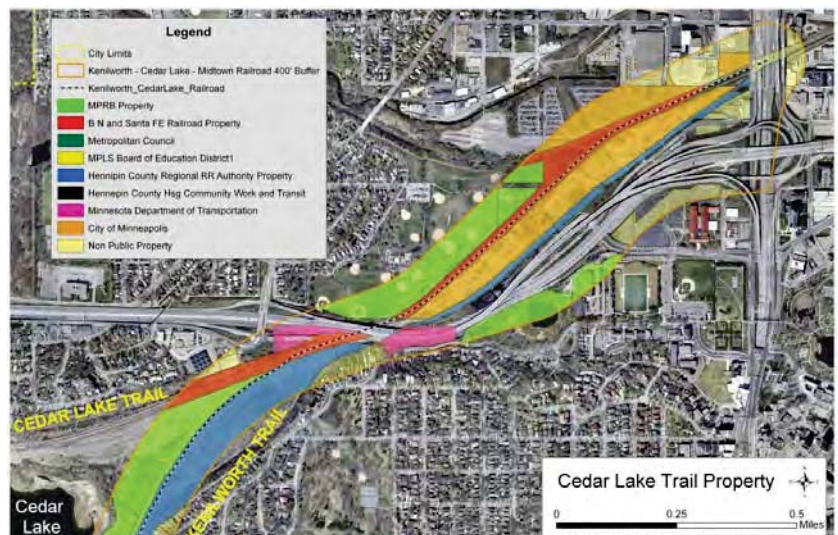
The federally funded Cedar Lake Regional Trail carries commuter and recreational bicyclists and pedestrians between downtown Minneapolis and the western suburbs.

At this location the trail junctions with the Kenilworth Regional Trail and the LRT follows the Kenilworth alignment



south. In this area the bike trails are separated into north- and south-bound, and there is a separate pedestrian trail. The land in this area is owned by the County and the MPRB. Per agreement, all of the trails are maintained by the MPRB.

Into this already complex area the LRT brings dramatically increased challenges (6.3.2.4).



6.2 Issue: Safety, use, access, connectivity

In 2011, according to the Metropolitan Council's annual visit estimates, Kenilworth Regional Trail had approximately 624,400 visits and the Cedar Lake Regional Trail had 381,400 visits. The MPRB is very concerned about retaining safe and high-quality use and access to these regional trails in this area for all users and from designated access points.

Below are the critical outcomes that the MPRB has adopted and must be addressed in the FEIS and preliminary engineering.

- 6.2.1 **Outcome:** Walkers, runners, bicyclists, and other nonmotorized trail users safely and efficiently get from one side of the LRT tracks to the other, year-round and without interruption.
- 6.2.2 **Outcome:** The federally funded, nonmotorized Cedar Lake Regional Trail is fully functional, with uninterrupted flow and speed.
- 6.2.3 **Outcome:** All users have adequate access to the trails.

- 6.2.4 **Outcome:** All trail connections are safe and easy to navigate, and space is allowed for future expansion to meet demand.
- 6.2.5 **Outcome:** The Cedar Lake Regional Trail meets commuter bicycle standards of 20 mph design speed.
- 6.2.6 **Outcome:** Communities north of the LRT easily access the Cedar Lake Regional Trail, Cedar Lake, and Cedar Lake Park.



At junction of Kenilworth Regional Trail (center left) and Cedar Lake Regional Trail (top left and bottom right)



At junction, looking west along divided Kenilworth Regional Trail

6.3 Issue: Environmental protection

The MPRB park lands in this area bring significant benefits to park and trail users, support native plant species, and are serve as important wildlife habitat.

Below are the critical outcomes that the MPRB has adopted and must be addressed in the FEIS and preliminary engineering.

- 6.3.1 **Outcome:** Park lands retain their natural character.
- 6.3.2 **Outcome:** Wildlife habitat supports local and migratory fauna.



Cedar Lake Park and Cedar Lake Regional Trail - Prairie

7 Intersection with West 21st Street

7.1 Location and Description

The intersection of the Kenilworth Regional Trail and 21st Street is a proposed station location. The station would sit on Hennepin County property, however the west side of the rail line is MPRB property, Cedar Lake Park.

At 21st Street, Cedar Lake has a very popular beach and provides access to a trail network as well as informal foot paths.



7.2 Issue: Park access



At intersection, look west into Cedar Lake Park

This location is the sole access point for Cedar Lake Park and beach. Visitors arrive at this pristine area on foot, by bicycle, and using motorized vehicles, and via 21st Street, the Kenilworth Regional Trail, and in the future the LRT. Given that “Implementation of LRT service and stations along the Segment A alignment would likely result in some land use changes surrounding the stations...” (3.1.5.1), the natural character of this area and clear access must be ensured.

Below are the critical outcomes that the MPRB has adopted and must be addressed in the FEIS and preliminary engineering.

7.2.1 Outcome: Access to Cedar Lake Park at West 21st Street is attractive, natural, and welcoming.

7.2.2 Outcome: People on the east side of the corridor safely and easily access park lands on the west side.

With thousands of park and park land users and multiple modes of transport across and along the corridor at this point, safety is of utmost importance. Below are the critical outcomes that the MPRB has adopted and must be addressed in the FEIS and preliminary engineering.

7.3.1 Outcome: All Cedar Lake Park users have safe and pleasant access to and from the park, regardless of mode of transport.

7.3.2 Outcome: Station design *enhances* safety and access for Cedar Lake Park users.

The MPRB is concerned that the anticipated 1,000+ daily LRT boardings (Appendix F, Transit Effects, Figure 2) at

this location would seriously compromise the quality of experience for users of this secluded park area.

Below are the critical outcomes that the MPRB has adopted and must be addressed in the FEIS and preliminary engineering.

7.4.1 **Outcome:** Cedar Lake Park remains a quiet, tranquil, and natural park destination.

7.4.2 **Outcome:** The area between Burnham Boulevard and 21st Street is naturally beautiful and serene.



Looking SW from 21st Street



Cedar Lake

8 Kenilworth Channel, Bridge

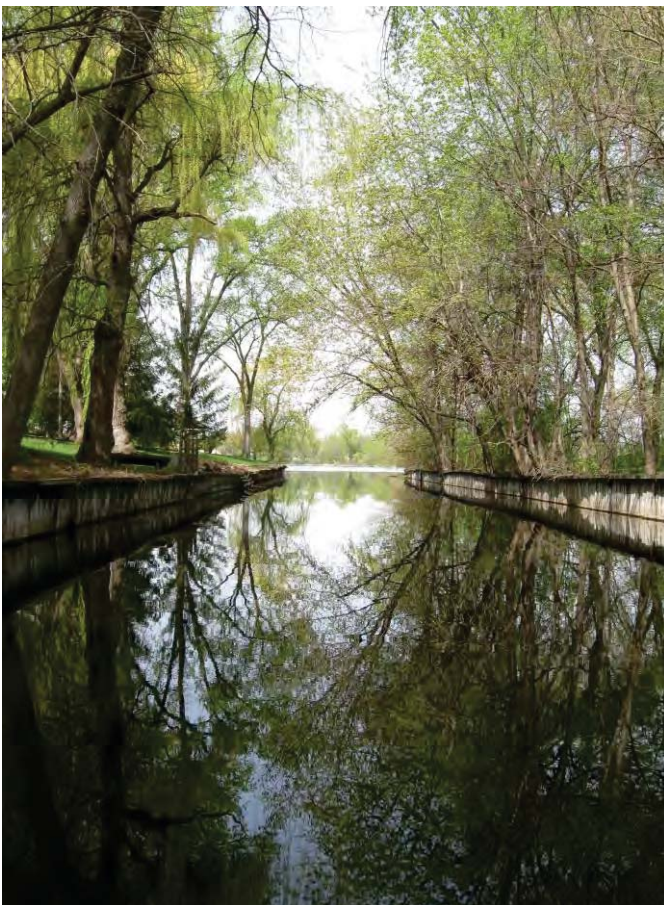
8.1 Location and Description

The proposed alignment of the LRT crosses the Kenilworth Channel, a body of water constructed in 1913 to connect Cedar Lake and Lake of the Isles to form the Minneapolis Chain of Lakes. The Channel has year-round recreational use, from boaters in the summer to skiers and skaters in the winter.

The Channel also provides access for wildlife. The bridge over the Channel for the existing freight tracks and trails is narrow and relatively low to the water.



8.2 Issue: Historic character, aesthetics, tranquility



Kenilworth Channel

The MPRB is concerned about preserving the historic character of the 1913 Kenilworth Channel in its critical role within the Minneapolis Chain of Lakes Regional Park. The channel is part of the Grand Rounds Historic District that is eligible for the National Register of Historic Places.

According to the DEIS (3.6.3.3) ...the bridge design, bank treatment, and aesthetics for the new facility and the potential replacement or modification of the existing pedestrian bridge would have a substantial effect on this historic landscape... In addition, (3.4.5.3) ...Potential long-term effects may occur at the following properties: Kenilworth Lagoon/Channel, Grand Rounds (potential effects of the construction of new bridge structures within the historic district; the design and footprint of these structures may affect the banks of the historic channel and may affect the district's overall feeling and setting).

While the DEIS notes that these issues will be addressed during preliminary engineering, the MPRB is concerned that they receive the most serious attention very early in the process. Below are the critical outcomes that the MPRB has adopted and must be addressed in the FEIS and preliminary engineering.

- 8.2.1 **Outcome:** Support and safety structures are harmonious, beautiful, and both historically and context sensitive.
- 8.2.2 **Outcome:** The Kenilworth Channel retains its natural beauty and serenity and historic character.

8.3 Issue: Connectivity and recreational use

The Kenilworth Channel was central to creating the Minneapolis Chain of Lakes and provides a critical connection between Cedar Lake and Lake of the Isles. Trail access is necessary for people as is year-round channel access for both people and wildlife. It is also a critical link in the City of Lakes Loppet (winter ski race) and City of Lake Tri-Loppet.

Below are the critical outcomes that the MPRB has adopted and must be addressed in the FEIS and preliminary engineering.

- 8.3.1 **Outcome:** Users have access to the Kenilworth Regional Trail, Cedar Lake, and Lake of the Isles from both sides of the LRT/Kenilworth Regional Trail.
- 8.3.2 **Outcome:** People and wildlife on both sides of the LRT/Kenilworth Regional Trail have access to and along the undeveloped channel shoreline.
- 8.3.3 **Outcome:** Users have unfettered, year-round passage along the channel (in the water/on the ice) between Lake of the Isles and Cedar Lake.
- 8.3.4 **Outcome:** The historic water connection between Cedar Lake and Lake of the Isles remains a defining characteristic of the Minneapolis Chain of Lakes Regional Park.



© 2008 Steve Kotvis
From Kenilworth Regional Trail looking along

8.4 Issue: Safety



Cedar Lake Park Association Photo

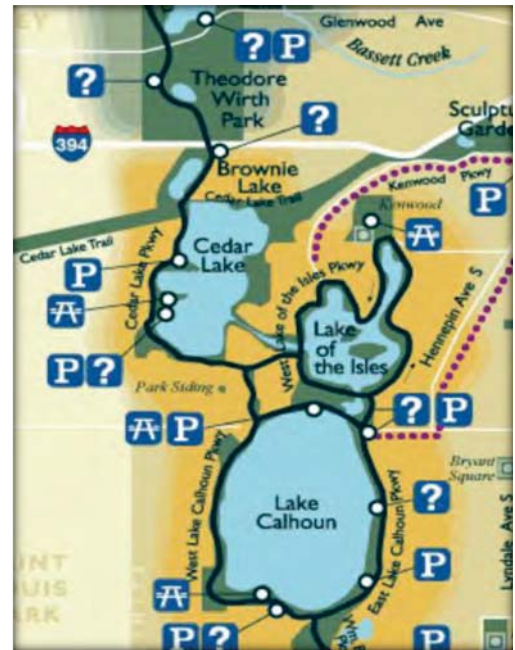
From Kenilworth Regional Trail looking along
Kenilworth Channel – City of Lakes Loppet

The MPRB is concerned about protecting the safety of land and water users of the Kenilworth Channel and shoreland.

Below are the critical outcomes that the MPRB has adopted and must be addressed in the FEIS and preliminary engineering.

- 8.4.1 **Outcome:** Year-round channel users are safe from falling debris and ice.

9 Cedar Lake Parkway Grand Rounds



Cedar Lake Section of Grand Rounds

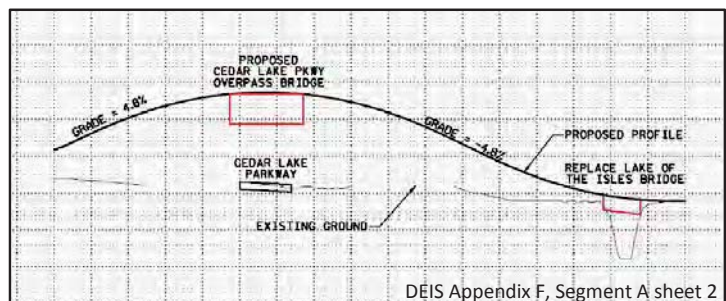
9.1 Location and Description

At this location the LRT intersects with actively used Cedar Lake Parkway, which is an essential section of the [Grand Rounds National Scenic Byway](#) (see Grand Rounds map) and within the Minneapolis Chain of Lakes Regional Park (Cedar Lake Beach, Parkway, and Trail). Directly to the west of this location is Cedar Lake South Beach.

The MPRB is concerned about LRT impacts on the Kenilworth Regional Trail and Chain of Lakes Regional Park users and properties that contribute to the Grand Rounds Historic District. In 2011, according to the Metropolitan Council's annual visit estimates, Kenilworth Regional Trail had approximately 624,400 visits and the Chain of Lakes Regional Park had 5,122,900 visits (Chain of Lakes estimate does *not* include motorized or nonmotorized traffic counts on the parkway). Cedar Lake Parkway, as part of the Grand Rounds Historic District, is considered eligible for the National Register of Historic Places (7.4.1.4 page 7-20).

9.2 Issues: Integrity, flow, and access

The MPRB is concerned that adding LRT into this intersection could result in frequent delays of parkway and trail users along or parallel to Cedar Lake Parkway, and create visual obstructions. The MPRB finds that both of these impacts would significantly diminish the quality of experience for parkway, park, and trail users. Further, such impacts are inconsistent with one of the basic design characteristics of the Grand Rounds: a continuous recreational driving experience.



The MPRB is also concerned that the proposal to elevate the LRT above the parkway at this intersection (see image above) will increase noise and create visual impacts that will significantly diminish the quality of experience for parkway, park, and trail users of a property that is eligible for the National Register of Historic Places.

The anticipated frequency of trains along the corridor will also increase potential conflicts between the trains and users of the trail parallel to Cedar Lake Parkway, thus raising serious safety concerns.

The DEIS makes several references to this issue, including the following:

- ≠ 7.4.1.4 Section 4(f) Properties Potentially Used by the Project, page 7-20: Cedar Lake Parkway and the Cedar Lake-Lake of the Isles Channel have been determined eligible for inclusion on the NRHP as part of the Grand Rounds Historic District.
- ≠ 3.4.5.3 Cultural Resources, page 3-79: Potential long-term effects may occur at the following properties: Cedar Lake Parkway, Grand Rounds (potential effects of the changes to the intersection of the LRT corridor with the historic parkway, including the LRT overpass bridge, and, under the co-location alternative, the effects of widening the trail/rail corridor; these changes may affect the parkway itself and may alter its setting.)

Below are the critical statements and/or outcomes that the MPRB has adopted and must be addressed in the FEIS and preliminary engineering.

- 9.2.1 **Statement:** The MPRB conducted a preliminary feasibility study of a grade-separated crossing at this intersection, which revealed that lowering the tracks and trail, and bridging portions of the parkway would allow the train and trail to travel beneath the parkway (see Appendix A for illustrations). The MPRB recommends further exploration of this type of integrated solution that significantly reduces safety hazards, noise impacts, visual impacts, and delays for motorized and nonmotorized vehicles.
- 9.2.2 **Outcome:** The Grand Rounds (eligible for National Register of Historic Places) fully retains its integrity and intention.
- 9.2.3 **Outcome:** Motorized and nonmotorized vehicles and pedestrians along the trail parallel to Cedar Lake Parkway experience continuous and safe flow.
- 9.2.4 **Outcome:** Trail users have direct access to the trails and trail connections that are currently provided at this location.
- 9.2.5 **Outcome:** Recreational and commuter trail traffic on both the Kenilworth Regional Trail and the trail parallel to Cedar Lake Parkway follows substantially the same route as at present.
- 9.2.6 **Outcome:** The view of and from Cedar Lake and surrounding parkland is preserved.
- 9.2.7 **Outcome:** The parkland around Cedar Lake remains a natural visual buffer between Cedar Lake and the LRT corridor.



On Cedar Lake Parkway-Grand Rounds; at junction looking SW along Kenilworth Regional Trail; Cedar Lake and beach at right

Safety of park and trail users is a critical objective for the MPRB. This includes using design to reduce risks from user conflicts or unexpected hazards, and ensuring adequate access to park facilities when the LRT is in operation.

Delays in fire, police, and emergency medical response to park facilities, especially beaches, may result from the high number and frequency of trains that are projected to travel through the corridor. Due to the proximity of South Cedar Lake Beach, timely emergency medical access across this intersection is critical.

Below are the critical outcomes that the MPRB has adopted and must be addressed in the FEIS and preliminary engineering.

- 9.3.1 **Outcome:** Fire, police, and emergency medical personnel and equipment can access South Cedar Lake beach and provide response times that meet relevant laws and standards.

9.4 Issue: Noise and air quality

The MPRB is concerned about the noise and air quality impacts of LRT at this intersection due to the high frequency of trains that will cross here. For an at-grade crossing, high levels of track, bell, and whistle noise would significantly diminish the quality of experience in adjacent parkland and along the trails. Noise generated by a flyover condition is also a concern. Frequent traffic delays for train crossings are expected to diminish air quality for park and trail users.

Below are the critical outcomes that the MPRB has adopted and must be addressed in the FEIS and preliminary engineering.

- 9.4.1 **Outcome:** LRT and crossing-related noise does not diminish the enjoyment and use of the trails, adjacent park land, and Grand Rounds National Historic Byway.

- 9.4.2 **Outcome:** Air quality at this location meets state and federal standards.



At junction, looking NE along Kenilworth Regional Trail



From Kenilworth Regional Trail looking toward Cedar Lake, Grand Rounds

10 Park Siding Park

10.1 Location and Description

The MPRB owns Park Siding Park, a small neighborhood park, which is immediately adjacent to the LRT corridor and an access point to the Kenilworth Regional Trail. With play equipment as well as formal gardens, it is actively used by children and adults from neighborhoods on both sides of the corridor.

Although the DEIS commits to improving the pedestrian and bicycle infrastructure along the alignment and improving the safety of pedestrians and bicyclists through implemented design guidelines (10.5.3.1), the MPRB has particular access and safety concerns at this location. Park visitors, including small children, come from both sides of the corridor as well as from the Kenilworth Regional Trail. This is also a popular bicycle and pedestrian trail ingress and egress point.



Below are the critical outcomes that the MPRB has adopted and must be addressed in the FEIS and preliminary engineering.

- 10.2.1 **Outcome:** All users have formal and safe access to the park from both sides of the LRT.
- 10.2.2 **Outcome:** As an important trail access point, the trail design accommodates a safe ingress and egress.
- 10.2.3 **Outcome:** Trail users have safe access to and from the park.

This small neighborhood park provides play equipment for children and formal gardens for adults. The heavily planted berm between Dean Court and the Kenilworth Regional Trail currently provides a visual screen, but the MPRB is concerned with ensuring that during and after construction there is a strong visual barrier that remains compatible with this important neighborhood park.

Below are the critical outcomes that the MPRB has adopted and must be addressed in the FEIS and preliminary engineering.

- 10.3.1 **Outcome:** The LRT's visual impact does not disrupt park visitors' enjoyment, nor detract from the park's character.

The MPRB is deeply concerned about the impact of LRT noise on Park Siding visitors, especially the very young children who frequent this neighborhood park.

Below are the critical outcomes that the MPRB has adopted and must be addressed in the FEIS and preliminary engineering.

- 10.4.1 **Outcome:** Park users, especially young children, are not subject to LRT noise levels that exceed the noise standards set for Category 1 land uses.



Park, looking SE from Kenilworth Regional Trail access



Kenilworth Regional Trail access, looking toward corridor



A heavily landscaped berm between Dean Court and the corridor provides a safety and visual barrier for Park Siding users

11 Trail Access at Abbott Avenue S (by new West Lake Station)

11.1 Location and Description

This is an actively used trail access to the Kenilworth Regional Trail and Midtown Greenway and is the closest access point to the Chain of Lake Regional Park. West Calhoun Neighborhood Association contributed park-like features to this location including a kiosk, picnic table, bike racks, decorative fencing, and a drinking fountain.

11.2 Issue: Park and trail access

The MPRB is committed to preserving this important trail access, ensuring safe and convenient wayfinding between the trail and nearby Lake Calhoun, and advocating for sufficient bicycle parking for all visitors to the area. The access was originally designed with input from Hennepin County to accommodate future LRT.



Below are the critical outcomes that the MPRB has adopted and must be addressed in the FEIS and preliminary engineering.

- 11.2.1 **Outcome:** West Lake station users and all other users have safe and convenient access to and from Lake Calhoun and the Kenilworth Regional Trail.
- 11.2.2 **Outcome:** Wayfinding is provided between the West Lake station and Lake Calhoun and the trails.
- 11.2.3 **Outcome:** Safe and adequate bike parking is provided for recreational and commuter users of the trail and for Lake Calhoun visitors.



12 Northwest Corner of Lake Calhoun Area

12.1 Location and Description

This location within the Minneapolis Chain of Lakes Regional Park is the closest major park land to the proposed West Lake station. It is a primary visitor portal to the Grand Rounds National Scenic Byway. The Calhoun Executive Center parking lot next to Lake Calhoun sits on land that is partially owned by the Minneapolis Park and Recreation Board as part of the Minneapolis Chain of Lakes Regional Park. On weekends and weekday evenings, visitors use this area for parking and to access the regional park and the Grand Rounds.



12.2 Issue: Park and trail access

Millions of annual park visits to this area originate by foot, bicycle, motorized vehicle, and in the future the LRT.

Traffic patterns altered by the addition of a West Lake station will have a direct impact on the park visitor experience and all modes of traffic on Lake Calhoun Parkway and Dean Parkway. The MPRB is concerned that the introduction of the high-volume West Lake station increases the complexity of this area and is committed to ensuring that all visitors have a positive, easy, and safe experience accessing and using the park lands and trails in this area.



Below are the critical outcomes that the MPRB has adopted and must be addressed in the FEIS and preliminary engineering.

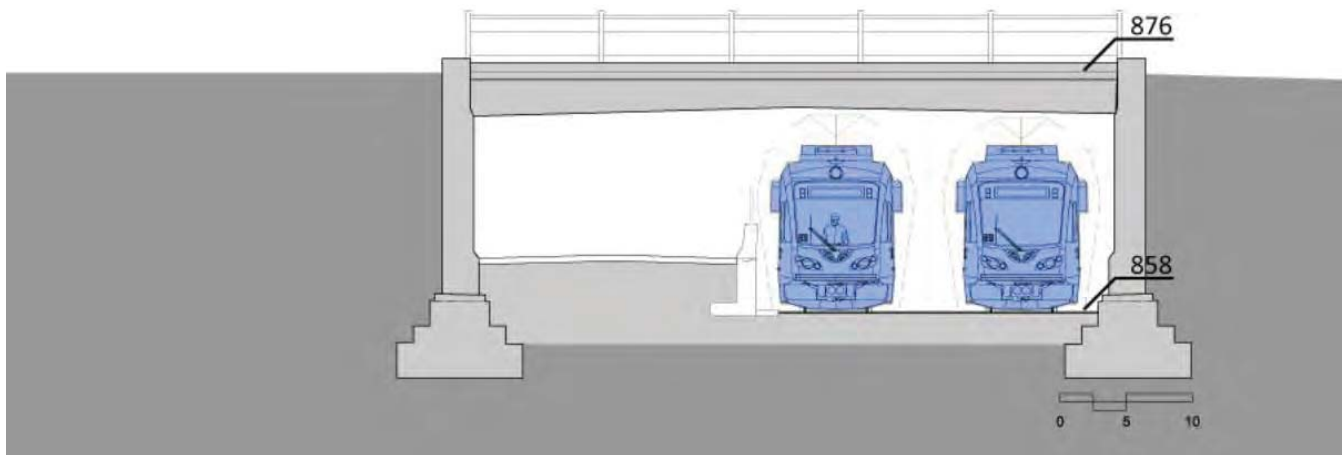
- 12.2.1 **Statement:** Multimodal traffic patterns in a roughly 1/2-mile radius of the West Lake station must be studied in partnership with the street/trail property owners (Hennepin County, City of Minneapolis, MPRB). Deliverables of the study should include traffic volume and flow projections, and recommendations for 1) long-term street/trail network modifications and 2) short-term network modifications to be implemented with station development.

- 12.2.2 **Outcome:** LRT and West Lake station area design decisions for this area are based on design recommendations from a comprehensive and multimodal (bicycle, pedestrian, transit, vehicle) circulation analysis that addresses impacts to the Grand Rounds parkways and trails.
- 12.2.3 **Outcome:** The design of this area makes clear that it is a “gateway” to the Minneapolis park system.
- 12.2.4 **Outcome:** A safe, free-flowing pedestrian and bicycle route with exceptional wayfinding exists between the LRT station area and Lake Calhoun and adjacent park land.
- 12.2.5 **Outcome:** There is no loss of vehicle parking for park and trail users.
- 12.2.6 **Outcome:** Greenspace at the northwest corner of Lake Calhoun is preserved for park visitors and recreational purposes.

13 Appendix A – Cedar Lake Parkway/ Southwest Transitway

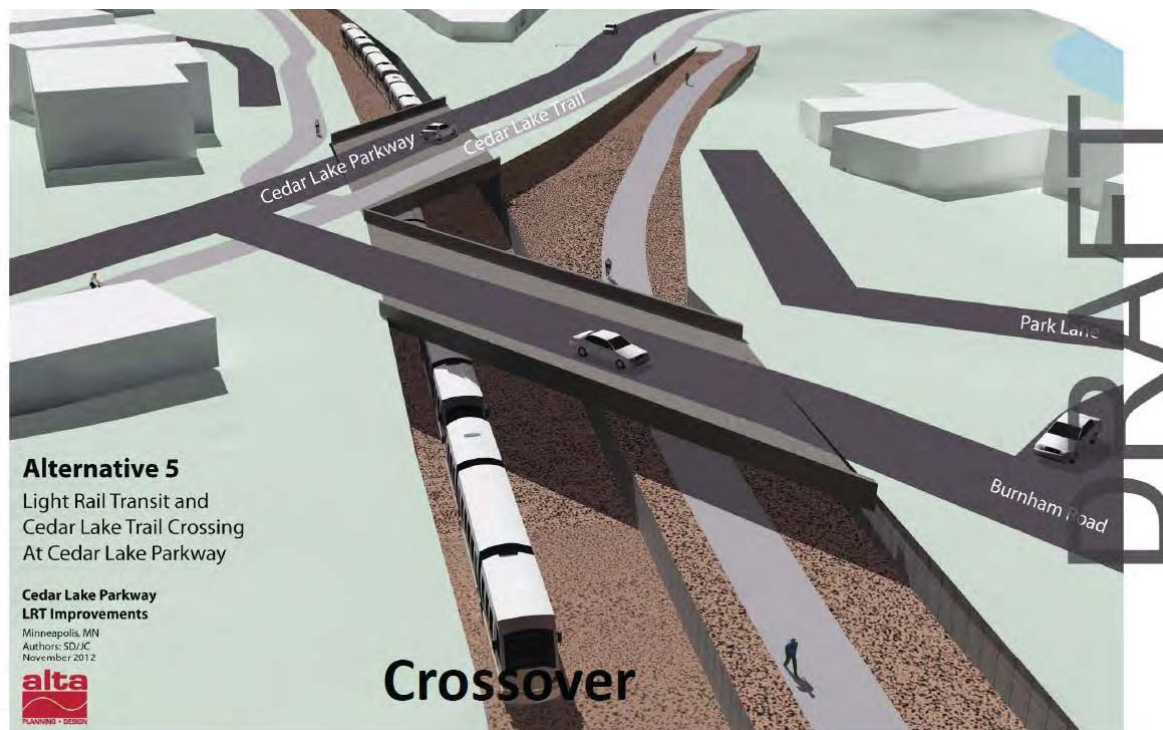
Appendix A is intended to illustrate the concept of lowering the train and trail and bridging Cedar Lake Parkway at the Cedar Lake Parkway/Southwest Transitway intersection. This concept is discussed in Section 9 of this comment letter. The following pages contain a few key images of the analysis conducted on this concept by Steve Durrant of Alta Planning + Design for the MPRB.

Below Grade



Above is a potential cross-section showing elevations for Cedar Lake Parkway (above) and the trail and train.

These are examples of grade separated crossings with trail on east (North version) or west (Crossover version) side of tracks. These are provided to illustrate the concept, not to provide a complete overview of the feasibility study.



10. United States Department of the Interior Comment Letter on the SDEIS/Draft Section 4(f)
Evaluation Update, 2015
-



United States Department of the Interior

OFFICE OF THE SECRETARY
Office of Environmental Policy and Compliance
Custom House, Room 244



IN REPLY REFER TO:

Philadelphia, Pennsylvania 19106-2904

July 17, 2015

9043.1
ER 15/0311

Ms. Marisol Simon
Regional Administrator, Region 5
Federal Transit Administration
200 West Adams Street, Suite 320
Chicago, Illinois 60606

Dear Ms. Simon:

As requested, the Department of the Interior (Department) has reviewed the Supplemental Draft Environmental Impact Statement (SDEIS) and Section 4(f) Evaluation for the Southwest Light Rail Transit (Metro Green Line Extension), Hennepin County, Minnesota. The Department offers the following comments and recommendations for your consideration.

Section 4(f) Comments

This document considers effects to properties identified in the project study area as eligible to be considered under Section 4(f) of the Department of Transportation Act of 1966 (codified at 49 U.S.C. 303 § 771.135) associated with a 15-mile light rail transit (LRT) line in the Minneapolis/St. Paul region, the proposed Southwest Transitway (Project). The Federal Transit Administration (FTA), along with the Hennepin County Regional Railroad Authority (HCRRA) and the Metropolitan Council Regional Transit Board (RTB), have proposed the Project that connects downtown Minneapolis to the cities of St. Louis Park, Hopkins, Edina, Minnetonka, and Eden Prairie. The intent of the Project is to improve access and mobility to the jobs and activity centers in the Minneapolis Central Business District, as well as to the expanding suburban employment centers. The Project was identified by the RTB in the late 1990's as warranting a high-level of transit investment to respond to increasing travel demand in a highly congested area of the region. A draft environmental impact statement (EIS) for the Project was released in the late fall of 2012 and the Department provided comments on the Section 4(f) impacts. We felt at that time the analysis in the Section 4(f) was too preliminary to be able to concur in any findings.

In 2013 and 2014, the FTA determined that design adjustments made to the preferred alternative that was identified in the Draft EIS needed to be evaluated for environmental impacts not documented in the Draft EIS and with the potential to result in new adverse impacts. The FTA, with the RTB, further determined those design changes in the preferred alternative warranted a specific review in a supplemental draft EIS document.

In the SDEIS, the FTA considered the impacts to several 4(f)-eligible resources; 12 were parks or recreation areas and 28 were historic properties either individually eligible for or listed on the National Register of Historic Places (NRHP), or were contributing elements to historic districts. A few properties were eligible both as park/recreation and historic properties. After considering the changes to the preferred alternative and its impacts on these resources, the FTA has made preliminary determinations that of the 12 park properties, 1 property (Purgatory Creek Park) would be affected only temporarily by construction (no permanent use), and 3 properties (Kenilworth Channel/Lagoon, Cedar Lake Park, and Byrn Mawr Meadows Park) would have *de minimis* impacts; the rest of the eligible park properties would have no 4(f) use. Of the 28 eligible historic properties, the FTA made preliminary determinations that the Project would have adverse effects on two properties (the Grand Rounds Historic District and Kenilworth Lagoon), and a *de minimis* effect on one property (the St. Paul, Minneapolis & Manitoba Railroad Historic District). In addition, two properties (the Minikahda Club and Cedar Lake Parkway/Grand Rounds Historic District) would be temporarily affected by construction activities, but no permanent use would occur.

The FTA will allow the public to comment on the SDEIS and this 4(f) evaluation before finalizing their determinations. For now, the FTA has concluded at least preliminarily that there are no feasible or prudent avoidance alternatives, other than the preferred alternative, that results in disturbances to 4(f) eligible properties. The Department concurs with the preliminary determinations of effect by the FTA, assuming that there are no subsequent changes to the preferred alternative or in the impacts to the eligible properties. We have no authority to agree to the determinations of *de minimis* impacts, but we would state that those determinations appear to have been decided correctly. The Department would likely concur with the preliminary determination that all measures to minimize harm have been employed concerning the two historic resources that will be subject to 4(f) use. This concurrence assumes the FTA and the State Historic Preservation Officer, along with the Section 106 consulting parties, come to some agreement on the mitigation necessary for the two resources, and an agreement document is signed by all parties. We will reserve our concurrence until we are provided a copy of the signed agreement.

The Department has a continuing interest in working with the FTA and the RTB to ensure impacts to resources of concern to the Department are adequately addressed. For issues concerning section 4(f) resources, please contact Regional Environmental Coordinator Nick Chevance, Midwest Region, National Park Service, 601 Riverfront Drive, Omaha, Nebraska 68102, telephone 402-661-1844.

We appreciate the opportunity to provide these comments.

Sincerely,

A handwritten signature in black ink, appearing to read 'Lindy Nelson', with a stylized flourish at the end.

Lindy Nelson
Regional Environmental Officer

cc:

SHPO-MN (Barbara Howard barbara.howard@mnhs.org)

HCRRA (Peter McLaughlin commissioner.mclaughlin@hennepin.us)

11. Hennepin County Regional Railroad Authority Interim Trail Use Agreements

Cedar Lake Park

RESOLUTION NO. 37-HCRRRA-92

The following resolution was offered by Commissioner Andrew, seconded by Commissioner Johnson:

WHEREAS, The City of Minneapolis Park and Recreation Board (Park Board) and CAVE Cedar Lake Park have discussed interim use of portions of the Hennepin County Regional Railroad Authority (HCRRRA) property in the Cedar Lake-Kenwood area, Bryn Mawr area, and the near northside Harrison area in Minneapolis; and

WHEREAS, Such use is consistent with similar activities currently allowed by Hennepin County in several municipalities on the Southwest Corridor between the cities of Hopkins and Victoria; and

WHEREAS, The Park Board has already acquired portions of land adjacent to Cedar Lake in Golden Valley, St. Louis Park, and Minneapolis; and

WHEREAS, The Park Board has offered to police and maintain this area at no cost to the HCRRRA and would like to lease the property for open space purposes,

BE IT RESOLVED, That staff is directed to negotiate a lease with the City of Minneapolis Park and Recreation Board for interim use of specific properties owned by the HCRRRA in the City of Minneapolis until such time that those properties become necessary for light rail transit; and

BE IT FURTHER RESOLVED, That the negotiated lease be brought to the HCRRRA for approval prior to execution; and

BE IT FURTHER RESOLVED, That no permanent structures or fixtures be installed during the interim use of HCRRRA properties, and that HCRRRA staff be directed to explore means of retaining recreational uses of said properties as a compatible use with light rail transit when and if such properties are determined to be utilized for light rail transit.


The question was on the adoption of the resolution and there were 7 YEAS and 0 NAYS as follows:

BOARD OF COMMISSIONERS
HENNEPIN COUNTY REGIONAL
RAILROAD AUTHORITY

	<u>YEA</u>	<u>NAY</u>	<u>OTHER</u>
Peter McLaughlin	<u>X</u>	<u> </u>	<u> </u>
Randy Johnson	<u>X</u>	<u> </u>	<u> </u>
John Keefe	<u>X</u>	<u> </u>	<u> </u>
John E. Derus	<u>X</u>	<u> </u>	<u> </u>
Tad Jude	<u>X</u>	<u> </u>	<u> </u>
Judy Makowske	<u>X</u>	<u> </u>	<u> </u>
Mark Andrew, Chairman	<u>X</u>	<u> </u>	<u> </u>

RESOLUTION ADOPTED MAY 19, 1992

ATTEST:


Tad Jude, Secretary

Hopkins to Chaska Trail

RESOLUTION NO. 52R-HCRRRA-92

The following resolution was offered by Commissioner Keefe, seconded by Commissioner Johnson:

WHEREAS, the Hennepin County Regional Railroad Authority (HCRRRA) has purchased a system of linear rail corridors for implementation of Light Rail Transit (LRT); and

WHEREAS, integrated use of portions of the property for trail use is deemed compatible with implementation of LRT; and

WHEREAS, the Interim Use Policy established by HCRRRA provides for utilization of the rail corridors for hiking trails until LRT is established within the corridors; and

WHEREAS, interim use is not consistent across municipal boundaries and the Suburban Hennepin Regional Park District is prepared to assume administrative responsibility and provide for consistent use of the LRT corridors from Hopkins to Victoria and Chaska until such time as LRT is implemented,

BE IT RESOLVED, that Lease No. A09222 and Lease No. A09922 with the Suburban Hennepin Park Reserve District providing for interim use of Light Rail Transit corridors between Hopkins and Victoria and Chaska, including the cities of Hopkins, Minnetonka, Eden Prairie, Chanhassen, Deephaven, Greenwood, Excelsior, Shorewood and Victoria be approved, and that the Chairman be authorized to sign the Lease on behalf of the Authority.

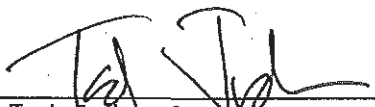
The question was on the adoption of the resolution and there were 7 YEAS and 0 NAYS as follows:

BOARD OF COMMISSIONERS
HENNEPIN COUNTY REGIONAL
RAILROAD AUTHORITY

	<u>YEA</u>	<u>NAY</u>	<u>OTHER</u>
Peter McLaughlin	<u>X</u>	—	—
Randy Johnson	<u>X</u>	—	—
John Keefe	<u>X</u>	—	—
John E. Derus	<u>X</u>	—	—
Tad Jude	<u>X</u>	—	—
Judy Makowske	<u>X</u>	—	—
Mark Andrew, Chairman	<u>X</u>	—	—

RESOLUTION ADOPTED JULY 14, 1992

ATTEST:


Tad Jude, Secretary

HOPKINS TO CHASKA

PERMIT AGREEMENT

This agreement, entered into by and between the Hennepin County Regional Rail Authority, a Minnesota political subdivision, ("Permittor") and Suburban Hennepin Regional Park District, a Minnesota political subdivision ("Permittee").

In consideration of the covenants by and between the parties, it is hereby agreed:

1. Premises.

Permittor hereby agrees to grant certain rights and benefits to Permittee hereinafter described with regard to that certain real property located in Hennepin and Carver Counties, Minnesota, described as follows:

The center 16 feet generally conforming to the track bed of all that part of the HCRRRA right-of-way, formerly the Chicago and NorthWestern Transportation Company's right-of-way from State Highway 169 in Hopkins southwesterly to Mile Post 32 in Chaska westerly of U.S. Highway 212 in Carver County.

The said real estate shall be hereinafter described as the "Premises."

2. Uses.

The Premises shall be for the use of Permittee, its agents, officers, employees, subpermittees and invitees for trail purposes only, including but not limited to pedestrian use, cross county skiing, and the riding of horses, bicycles and other vehicles, and for all uses and requirements necessary to the enjoyment of the Premises for said uses. Permittee shall be granted temporary use of adjacent lands controlled by Permittor as reasonably required for construction and maintenance of the Premises.

3. Term.

The term of this permit shall be for an indefinite period, commencing on _____, until termination in accordance with Paragraph 4.

4. Termination.

Either party may at any time terminate this permit by giving thirty (30) days' written notice of its intention to do so. Such notice may be served upon the Hennepin County Regional Rail Authority by delivering a copy thereof to the executive director of the principal office in the Hennepin County Government Center, Minneapolis, Minnesota 55487 or by depositing the same in the United States post office directed to the Executive Director of the principal office. Such notice may be served on the Suburban Hennepin Regional Park District by delivering a copy thereof to its Superintendent, 12615 County Road 9, Plymouth, Minnesota 55441. Except as provided herein, this agreement may not be terminated or revoked by either party hereto.

5. Temporary Nature of Use.

Permittee acknowledges that the Premises was acquired by Permittor specifically and solely for the purpose of constructing a light rail transit system or other permitted transportation uses and its associated facilities and that it is Permittor's intention to allow Permittee to use the Premises only until it is needed for that purpose. Nothing in this Permit shall be deemed to evidence any change by Permittor of its intended use of the Premises for light rail transit purposes or other permitted transportation uses. Rather, Permittor has agreed to the terms of this Permit to provide

a temporary use for the Premises during the time required for further planning and development of the light rail transit system or other permitted transportation uses.

6. Rights Upon Termination.

On the expiration of thirty (30) days after such service of said notice, this permit and all rights hereunder shall thereupon terminate and be at an end, saving and excepting such rights as may have accrued to either party hereunder prior to such termination. Permittee shall without further notice or demand, deliver possession of the Premises to the Permitter at the expiration of said thirty (30) days and shall before the expiration of said thirty (30) days, remove all buildings and property placed upon the Premises which it may desire and have the right to remove. If it shall fail to remove buildings and property, its right shall, at the option of the Permitter, cease and Permittee's interest thereto shall be forfeited and at the same time shall belong to Permitter or, in such case, if the Permitter shall elect, it may, at any time after the expiration of said period of thirty (30) days, tear down and/or remove any or all such buildings and property at the expense of Permittee without any liability for damages thereof in any respect whatsoever and Permittee shall thereupon promptly reimburse Permitter for all expenses incurred by it in doing so.

7. Rent.

Upon any such termination of this permit, rent shall be paid by the Permittee to the date of termination fixed by said notice at the rate of \$1.00 per year.

8. Other Users.

The Hennepin County Regional Rail Authority shall assume responsibility for securing such permissions as may be required from the Minnesota Department of Transportation in connection with this permit. In addition, Permittor shall use its best efforts to terminate or amend any permits or leases, or other written permission to the Premises which may previously have been extended to others by Permittor and which conflict with this permit.

9. Subpermits.

Permittee shall have the right to grant permits to subpermittees on the same terms and conditions and for the same uses as are contained in this permit. The Permittor shall have the right to review and approve said subpermits, but such approval shall not be unreasonably withheld. Said subpermits may provide for the survival of such subpermits by consent of Permittor in the event of any failure to perform on the part of Permittee.

10. Signage.

Permittee shall maintain signage, including kiosks, on the Premises identifying the Premises as a temporary trail corridor of the Suburban Hennepin Regional Park District. Any such signage must receive the prior approval of Permittor and also identify the Hennepin County Regional Railroad Authority as the owner of the corridor and that the corridor is reserved for light rail transit or other future transportation uses.

11. Nuisance.

Permittee shall not permit the existence of any nuisance on said Premises. Permittee at all time shall keep said Premises

clean and shall comply with all laws, ordinances and regulations respecting Permittee's business and use and occupation of said Premises. Permittee at its sole cost shall make any and all improvements, alterations, repairs and additions and install all appliances required on said Premises by or under any such regulations, ordinances or laws. No bills, posters or advertising matter of any kind shall be posted on said Premises; provided, however, that Permittee may post on appropriate structures, informational materials relating to the trail.

12. Utilities, Title.

Permittee accepts said Premises subject to the rights of any person, firm or corporation, including the Permittor in and to any existing telephone, telegraph and/or other wires, poles and facilities of any kind whatsoever, whether or not of record, and should it at any time become necessary because of Permittee's use of the Premises to relocate any of said poles, wires or facilities by reason of this permit, Permittee shall bear and pay the cost of so doing.

Permittee also accepts said Premises subject to any want or failure at any time of Permittor's title to said Premises or any part thereof and Permittee shall assume any damages sustained by Permittee in connection therewith. Permittee also accepts such Premises subject to rights of any party, including Permittor, in and to any existing roadways and easements. Permittee agrees to provide to Permittor or other tenants of Permittor access over and through the Premises on these roadways and easements should such access be deemed necessary by Permittor. Permittee accepts said

Premises subject to the right of Permittor, its employees, agents and contractors to walk upon said Premises to repair adjacent property and the right of Permittor, its employees, agents and contractors to temporarily place equipment upon the property at Permittor's own responsibility and risk for the purpose of maintaining, repairing or inspecting or constructing upon Permittor's adjacent property.

13. Indemnification.

Permittee shall defend, indemnify and hold harmless Permittor, its Commissioners, officers, agents, and employees from any liability, claims, demands, personal injury, costs, judgments, or expenses, including reasonable attorney's fees, resulting directly or indirectly from an act or omission of Permittee, its agents, employees, customers, invitees, subpermittees or other occupiers of the Premises.

Permittor shall not be liable to Permittee or those claiming by, through, or under Permittee for any injury, death or property damage occurring in, on or about the Premises based upon the construction, operation or maintenance of the Premises by Permittee or any subpermittee, nor for the loss or damage by reason of the present or future condition of repair of the Premises, or for the loss or damage arising from the acts or omissions of Permittee, its agents, employees, customers, invitees, subpermittees or other occupiers of the Premises.

14. Insurance.

Permittee further agrees that if in any case the release and indemnity provided in this section shall not be valid,

Permittor shall have the full benefit of any insurance effected by the Permittee upon the property injured, destroyed or damaged and/or against the hazard involved; and Permittee agrees that any and all such insurance shall be so written that the insurer shall have no claim or recourse of any kind whatsoever against Permittor in connection therewith.

15. Waste.

Permittee, in consideration of the permitting of the said Premises, as herein provided, hereby covenants and agrees to pay the rent therefor promptly, as above provided, and fully to abide by and perform all and singular the conditions, covenants and agreements herein contained and to be observed and performed by said Permittee and to yield up said Premises unto the Permittor at the expiration or termination of this permit agreement in as good condition as when entered upon.

16. Quiet Enjoyment.

Permittor has the right and authority to enter into this agreement and if Permittee pays the rent required hereby and otherwise performs the terms hereof to be performed by Permittee, Permittee shall, during the term hereof, be entitled to quiet enjoyment and possession of the Premises subject to the termination provisions hereof. Notwithstanding the foregoing, Permittee acknowledges that the rights provided to it by virtue of the Permit are subject to the provisions of Paragraph 12.

17. Waiver.

No receipt of money by Permittor from Permittee after any default by Permittee or after the expiration of this permit or

after the service of any notice or after the commencement of any suit or after final judgment for possession of said Premises, shall waive such default or reinstate, continue or extend the term of this permit or affect any such notice or suit, as the case may be. No waiver of any default of Permittee shall be implied from omission by Permittor to take any action on account of such default, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated.

18. Breach.

It is further agreed between the parties hereto, that if the said Permittee shall breach or make default in any of the conditions, covenants or agreements of this permit, which breach or default shall continue for fifteen (15) days after Permittee's receipt of written notice thereof from Permittor, then it shall be lawful for the Permittor, then or at any time thereafter, to declare this permit ended, and to reenter said Premises and take possession thereof, with or without process of law, and to use any reasonable or necessary lawful force for regaining possession; whereupon the rights and obligations of the parties shall be the same as above specified in the case of termination at the end of thirty (30) days' notice; and it is hereby further agreed and provided that any waiver at any time of a breach of any condition, covenant or agreement of this permit shall extend only to the particular breach so waived and shall, in no manner, impair or affect the existence of such condition, covenant or agreements, or the right of Permittor thereafter to avail itself of same and any

subsequent breach thereof. In the event Permittor has to take action for repossession of said property, Permittee, its assigns or heirs shall be liable for reasonable attorney's fees incurred by Permittor.

19. Assignment.

The benefits and obligations of this permit shall extend to and shall bind the heirs, administrators, executors, leases, successors or assigns of the parties hereto, but no interest in this permit shall be assigned, nor said Premises or any part thereof shall be subpermitted, used or occupied by any party other than the Permittee unless specifically stated herein. Permittor reserves the right to review and revise the rental applicable to this permit upon any change in the status of this permit, the Permittee, or person occupying in the Premises during the term of this permit or any renewal thereof.

20. Improvements.

Permittee shall be responsible for the construction of all improvements necessary to the maintenance of a trail corridor on the Premises and the maintenance of said trail corridor. Permittee shall also be responsible for the construction of all bridges and crossings deemed necessary for Permittee to maintain the trail corridor. Construction plans, if any, shall be submitted to the Permittor for review and comment. Permittor reserves the right to reject any plans for construction proposed by Permittee on the grounds, in Permittor's sole discretion, that said plans are incompatible with its future use of the Premises.

21. Law Enforcement.

Permittee shall have primary responsibility for the promulgation of rules, regulations and ordinances relating to the Premises. The parties hereto recognize that municipal ordinances and law enforcement may also be involved in regulating the Premises. Permittee agrees to use its best efforts to coordinate regulation and law enforcement of the Premises with the several municipalities in which the Premises lie.

22. Environmental Concerns.

Permittee shall not create or permit any condition of the Premises that could present a threat to human health or to the environment. Permittee shall bear the expense of all practices or work, preventative or remedial, which may be required because of any conditions of the Premises introduced by Permittee, Subpermittees or Invitees during Permittee's period of use, including conditions introduced by Permittee which affect other lands. Permittee expressly agrees that the obligations it hereby assumes shall survive cancellation of this Permit. Permittee agrees that statutory limitation periods on actions to enforce these obligations shall not be deemed to commence until Permittor discovers any such health or environmental impairment, and Permittee hereby knowingly and voluntarily waives the benefits of any shorter limitation period.

Permittor shall have the right, but not the duty, to enter upon the Premises from time to time as set forth below to inspect the premises for environmental contamination and in the course thereof to conduct soil and groundwater testing. Permittor may

enter the Premises during regular business hours of Permittee without prior notice, and may enter the Premises during periods other than regular business hours either with prior written consent of Permittee or without if Permittor reasonably believes that an emergency exists on the Premises. Permittor shall conduct any such inspections or testing so as to minimize interference with Permittee's operations. Permittor's entry on to the Premises pursuant to this paragraph shall not relieve the Permittee's obligation to pay rent under this Permit.

23. Compliance with Laws, Ordinances and Rules.


Permittee agrees to comply with all laws, ordinances and regulations of federal, state, municipal and local government agencies as they apply to use of the Premises.

24. Condition of Premises Inspection.


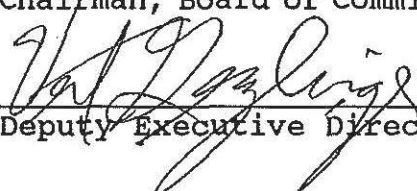
Permittee accepts the premises in an "AS IS CONDITION" with no express or implied representations or warranties by Permittor as to the physical condition or fitness or suitability for any particular purpose, express or implied. Permittee is responsible for and has had ample opportunity to inspect the Premises, is familiar with the same, and has determined to its satisfaction the fitness of the Premises for its intended use.

IN WITNESS WHEREOF, the parties hereto have signed this Permit Agreement as of _____, 1992.

Upon proper execution, this agreement will be legally valid and binding.


Assistant County Attorney
Date: 7-24-92

HENNEPIN COUNTY REGIONAL
RAILROAD AUTHORITY



Chairman, Board of Commissioners

Deputy Executive Director

SUBURBAN HENNEPIN REGIONAL
PARK DISTRICT

Attorney for Suburban Hennepin
Regional Park District
Date: _____


Superintendent

Approved as to execution:


Assistant County Attorney
Date: 7-24-92


Chair, Board of Commissioners

HOPKINS
TO
CHASKA

RESOLUTION NO. 42-HCRR-89

The following resolution was offered by Commissioner Keefe,
seconded by Commissioner Spartz:

WHEREAS, Resolution 89R-HCRR-88 authorized staff to negotiate with the Chicago and NorthWestern Transportation Company (CNW) for the purchase of an abandoned railroad right of way together with necessary connections to currently owned Hennepin County Regional Railroad Authority (HCRR) properties, all lying between the cities of Hopkins and Chaska;

BE IT RESOLVED, That the purchase agreement with CNW for acquisition of the railroad right of way between Milepost 19.9 in the City of Hopkins and Milepost 32 in the City of Chaska, Carver County in the maximum amount of \$2,700,000 be approved and that the Chairman is authorized to sign the agreement on behalf of the Authority; and that the Deputy Executive Director be authorized to accept the necessary documents to complete the transaction;

BE IT FURTHER RESOLVED, That staff is directed to pursue funding participation from the State of Minnesota Railbank program, State of Minnesota Department of Transportation, City of Eden Prairie, and Carver County Regional Railroad Authority to support the acquisition of the CNW right of way.

The question was on the adoption of the resolution and there were
6 YEAS and 0 NAYS as follows:


COUNTY OF HENNEPIN

BOARD OF COUNTY COMMISSIONERS

	<u>YEA</u>	<u>NAY</u>	<u>OTHER</u>
Jeff Spartz	<u>X</u>	—	—
Randy Johnson	<u>X</u>	—	—
John Keefe	<u>X</u>	—	—
John E. Derus	<u>X</u>	—	—
Tad Jude	<u>X</u>	—	—
Mark Andrew	—	—	<u>ABSENT</u>
Sam S. Sivanich, Chairman	<u>X</u>	—	—

RESOLUTION ADOPTED JULY 25, 1989

ATTEST:


Tad Jude, Secretary

HOPKINS TO CHASKA RIGHT OF WAY

CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY

Parcel 1: Milepost 21-Milepost 32
Length - 11 miles
PRICE \$1,750,000

Proposed Sources of Fund:
City of Eden Prairie 250,000
MnDOT 250,000
MN Rail Bank Program 750,000
Carver County Regional Railroad Authority 77,000
HCRRRA 423,000
\$1,750,000

Parcel 2: Milepost 19.9-Milepost 21
Length - 1.1 Miles
PRICE \$950,000

Proposed Sources of Funds:
MN Rail Bank Program 475,000
HCRRRA 475,000
\$950,000

TOTAL COST TO HCRRRA \$898,000 \$ 2,700,000

HOPKINS TO

5754384

CHASKA

Authorization No. 7246

DEED NO. 86511

THE GRANTOR, CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, whose principal office is located at 165 N. Canal Street, Chicago, Illinois, for the consideration of TEN AND NO/100 (\$10.00) DOLLARS, conveys and quitclaims to HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY, a Minnesota political subdivision and local government unit of the State of Minnesota, 2400-A Government Center, Minneapolis, Minnesota 55487, GRANTEE, all interest in the following described real estate situated in the Counties of Hennepin and Carver, and the State of Minnesota, to wit:

HENNEPIN COUNTY, MINNESOTA

Strips of land of varying widths being part of Grantor's railroad right of way from Hopkins to Chaska located in the County of Hennepin, State of Minnesota, including all of Grantor's rights of way and other real property associated therewith, not previously conveyed and not excluded and excepted herein, all as located over, across and upon the following described lands, to wit: Beginning at the South line of Excelsior Avenue in the Southwest Quarter of Section 19, Township 117 North, Range 21 West of the Fifth Principal Meridian; thence extending Southwesterly and continuing across the following described sections:

TOWNSHIP 117 NORTH, RANGE 21 WEST OF THE FIFTH PRINCIPAL MERIDIAN

Section 19 - Southwest Quarter

TOWNSHIP 117 NORTH, RANGE 22 WEST OF THE FIFTH PRINCIPAL MERIDIAN

Section 24 - South Half of the Southeast Quarter
 Section 25 - Northwest Quarter of the Northeast Quarter;
 North Half of the Northwest Quarter
 Section 26 - East Half of the Northeast Quarter; Government Lot 4; Government Lot 3; Government Lot 2; Government Lot 1
 Section 27 - Southeast Quarter of the Southeast Quarter
 Section 34 - Northeast Quarter; West Half of the Southeast Quarter; East Half of the Southwest Quarter

TOWNSHIP 116 NORTH, RANGE 22 WEST OF THE FIFTH PRINCIPAL MERIDIAN

Section 3 - Northwest Quarter
 Section 4 - Southeast Quarter of the Northeast Quarter part of which is described in Certificate of Title No. 49402; East Half of the Southeast Quarter
 Section 9 - Northeast Quarter; West Half of the Southeast Quarter; Southwest Quarter
 Section 16 - Northwest Quarter
 Section 17 - East Half of the Northeast Quarter; Southeast Quarter; Southeast Quarter of the Southwest Quarter
 Section 20 - Northwest Quarter
 Section 19 - Southeast Quarter of the Northeast Quarter; North Half of the Southeast Quarter; Government Lot 3
 Section 30 - Government Lot 1; Government Lot 2; Northwest Quarter of the Southwest Quarter.

CARVER COUNTY, MINNESOTA

Strips of land of varying width being part of Grantor's railroad right of way from Hopkins to Chaska located in the County of Carver, State of Minnesota, including all of

Grantor's rights of way and other real property associated therewith, not previously conveyed and not excluded and excepted herein, all as located over, across and upon the following described lands, to wit:

TOWNSHIP 116 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN

Section 25 - Government Lot 3; Southeast Quarter
Section 36 - Northwest Quarter of the Northeast Quarter;
Northeast Quarter of the Northwest Quarter;
Government Lot 3; Government Lot 4
Section 35 - South Half of the Northeast Quarter; South Half
of the Northwest Quarter; Northwest Quarter of
the Southwest Quarter
Section 34 - Northeast Quarter of the Southeast Quarter;
Northwest Quarter of the Southeast Quarter

thence continuing Southwesterly across the Southwest Quarter of the Southeast Quarter of said Section 34, Township 116 North, Range 23 West of the Fifth Principal Meridian to Grantor's Milepost 32, Station 1157+40, being a line drawn at right angles to Grantor's original main track center line at a point thereon distant 1,245 feet Southwesterly from its intersection with the North line of the Southwest Quarter of the Southeast Quarter of said Section 34.

All according to the Government Survey thereof.

Together with and including all of Grantor's right, title and interest in "as is" condition as of the date of this deed, in and to all bridges and culverts (but not trackage, signal and communication facilities) situated upon said real estate.

Subject to:

- (1) Roads and highways, if any.
- (2) Covenants, easements, conditions, and restrictions of record.
- (3) Rights of any government agency, public or quasi-public utilities to occupy said premises for the use and maintenance of existing conduits, sewers, drains, water mains, gas lines, electric power lines, and other utilities, whether or not of record.

By the acceptance of this conveyance, the Grantee, for itself and/or its heirs, successors, transferees and assigns, hereby agrees

to, at its sole cost and expense to take all steps necessary to comply with any and all governmental requirements relating to the conveyance of said real estate, including land subdivision or use requirements and payments for any and all transfer taxes or other taxes and fees incidental to the recordation of the deed, except for documentary stamps. In the event Grantee fails to comply with any such requirement and Grantor is obligated so to comply, then Grantee shall be liable for all costs, fees, expenses, interests and judgments against Grantor, and the same shall constitute a lien against said real estate until full payment by Grantee.

Further, this conveyance is made upon the express condition that the Grantor, its successors and assigns, shall have the right to enter upon the above described real estate, for a period of ninety (90) days (weather permitting) from the date of this conveyance or until June 30, 1991, whichever is later, within which to remove all railroad tracks and appurtenances thereto, or any signal and communication facilities from said real estate and adjoining real estate. After said removal, Grantor will make the necessary repair of street, road and highway crossing surfaces.

The Seller certifies that the Seller does not know of any wells on the described real property.

1990 AND PRIOR TAXES PAID
DEPT. OF PROPERTY TAX & PUBLIC RECORDS
TRANSFER ENTERED

FEB 27 1991

HONORARY COUNTY MINN.

DEPUTY

C. V. FILED ☒ NOT REQ. ☐

FEB 27 1991

DEPUTY

DATED this 20th day of December, 1990.

Signed, Sealed and Delivered in Presence of:

CHICAGO AND NORTH WESTERN
TRANSPORTATION COMPANY

Katherine Foster

Cecy Mearns

By

RICHARD B. TAYLOR, Vice President

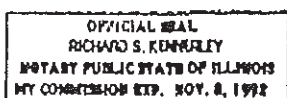
Attest

ANNE E. KEATINGE, Secretary

STATE OF ILLINOIS)
COUNTY OF COOK } SS

I, RICHARD S. KENNERLEY, a Notary Public duly commissioned and qualified in and for the County and State aforesaid, DO HEREBY CERTIFY that RICHARD B. TAYLOR and ANNE E. KEATING, to me personally known and known to me to be, respectively, Vice President and Assistant Secretary of CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, and the identical persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, severally acknowledged to me that they are, respectively, Vice President and Assistant Secretary of said corporation; that as such officers they signed, sealed and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors, as the free and voluntary act and deed of said corporation, and as their own free and voluntary act; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 20th day of December, 1990.



Richard S. Kennerley
Notary Public, in and for the County
of Cook, in the State of Illinois
RICHARD S. KENNERLEY

My Commission Expires: November 8, 1992

*Said instrument should
be filed for recording at:
Hennepin County Regional Railroad Authority
Southwest Street Level
Government Center
Mpls, Mn 55487-0016 (Mort. Code 763)*

This instrument was prepared by Chicago and North Western Transportation Company, 165 North Canal Street, Chicago, Illinois 60606.

L-131-17

(5c.)

5754384

28FEB9115:39 C5754384 CON \$5.00
28FEB9115:39 C5754384 DOC \$10.00

OFFICE OF COUNTY RECORDER
HENNEPIN COUNTY, MINNESOTA
CERTIFIED FILED AND OR
RECORDED ON

91 FEB 28 PM 3:40

RECORD # 5754384
P. Dan Carlson CO. RECORDER
M. K. Kline

Call:
Ken F.
X 9265

HOPKINS TO CHASKA
MN DOT MORTGAGE

AGREEMENT No. 66279

AGREEMENT BETWEEN

HENNEPIN COUNTY REGIONAL

RAILROAD AUTHORITY

AND

THE STATE OF MINNESOTA

AGREEMENT

This Agreement is made by and between the State of Minnesota, acting by and through its Department of Transportation (hereinafter referred to as "MN/DOT"), and the Hennepin County Regional Railroad Authority (hereinafter referred to as "HCRRA").

WITNESSETH THAT:

WHEREAS, pursuant to Minn. Stat. 222.50, Subd. 7.e., The Commissioner of Mn/DOT is authorized to pay, from the Minnesota Rail Service Improvement Account, a portion of the costs of acquiring a rail line by a regional railroad authority established pursuant to Minn. Stat. Ch. 398A; and

WHEREAS, HCRRA is established as a regional rail authority pursuant to Minn. Stat. Ch. 398A, and has received a certificate of incorporation from the Secretary of State; and

WHEREAS, MN/DOT is interested in preserving a rail line including the railroad bed, right-of-way, and other appurtenances of railroad right-of-way, including public use sidings, and railroad buildings from milepost 19.9 (approximately) to milepost 32.0 from Hopkins to Chaska, and from milepost 19.9 to milepost 21.0 in Hopkins, hereafter referred to as the "Line", for possible continued transportation purposes; and

WHEREAS, the Interstate Commerce Commission has authorized the abandonment of the Line and the Chicago and North Western Transportation Company intends to cease rail service on the Line; and

WHEREAS, HCRRA has reached agreement to acquire the Line pursuant to Minn. Stat. 398A.04, Subd. 1(b) for continuation of transportation service,

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES:

Pursuant to the following terms and conditions, MN/DOT will provide to HCRRA up to 50% of the cost of acquiring the Line, not to exceed \$1,225,000.00.

ARTICLE I. Use of Funding

The funds provided by MN/Dot to HCRRA hereunder shall be used exclusively for acquisition of the Line. Should the HCRRA fail to use the property for transportation purposes within 20 years from the date this agreement is entered into. The HCRRA shall return to the state the sum of \$1,225,000.00 used to purchase the line or 50% of the then value of the property, which ever is greater.

ARTICLE II. Notifications.

The HCRRA shall notify MN/DOT through its Director of the Office of Railroads and Waterways in writing at least 30 days before the effective dates of the following agreements, events or arrangements:

1. All contract agreements, or amended agreements, with any party for rail operations, maintenance and management or sale of the Line or portion of the Line;
2. The receipt of the final payment of any Agreement of Sale embodying the HCRRA's sale of the railroad assets; and
3. Changes in HCRRA organizational structure, address, telephone number, and chairman.

In the event that HCRRA decides to change the Line from transportation to non-transportation use or to sell, trade or abandon the Line, HCRRA shall notify MN/DOT no later than 180 days prior to implementation of that decision. Nothing in this section shall relieve HCRRA of the obligations set out in Article III of this agreement.

ARTICLE III. Disposition of Line.

For the purposes of Article III of this Agreement the reference "Line" refers to the entire Line or any portion thereof.

Section 1. HCRRA shall have the right to enter into an agreement to sell the Line as long as the terms of the agreement to sell include the following provisions:

- a. The sale of the Line will be complete no sooner than 20 years from the date of this agreement.
- b. Any provision for prepayment of the purchase price or any part thereof will be subject to MN/DOT approval.

- c. MN/DOT and all contributors to the initial acquisition of the Line by MN/DOT shall receive payment pursuant to Article III, Section 4 of this Agreement prior to the effective date of the transfer of title to the Line from HCRRA to the purchaser.
- d. HCRRA shall retain the title to the Line until c. above is complete.
- e. The purchaser shall neither assign nor transfer any rights or obligations under the Agreement to sell by HCRRA without the prior written consent of HCRRA and MN/DOT.
- f. Any sale agreement shall be subject to MN/DOT review and approval.

Section 2. If the Line is not sold pursuant to Article III, Section I, and it is to be otherwise sold, traded, abandoned; or if HCRRA ceases to exist, MN/DOT shall have the first option to buy the Line pursuant to the procedures of the State Rail Bank Program, Minn. Stat. 222.63 and 14 MCAR 1.4010-1.4016.

- a. MN/DOT's cost shall be no more than 50% of the then value of the line or equal to the percentage of their investment in the initial acquisition of the Line, plus the cost of any value added improvements to the line.

Section 3. The following shall govern under MN/DOT's option to buy the Line:

- a. Under MN/DOT's option, MN/DOT and HCRRA will attempt to negotiate a purchase price. If a purchase price cannot be agreed upon, each party will appoint an arbitrator. The two arbitrators will select a third arbitrator and the two parties shall share equally the cost of the arbitration panel. The panel of arbitrators will consider the positions of both parties and will recommend a reasonable purchase price.

MN/DOT may then purchase the property at the arbitrator's recommended purchase price. If MN/DOT decides not to purchase at the recommended purchase price, it retains the right to purchase the Line at the same price which is agreed upon by HCRRA and the next bona fide prospective purchaser of the Line.

b. In the event that MN/DOT does not purchase the Line under the procedures in 3a. and HCRRA receives a bona fide offer to purchase the Line and HCRRA agrees to accept the offer, MN/DOT shall have a right to purchase the Line for the same amount. This right to purchase requires that HCRRA notify MN/DOT of its decision to sell and of the terms and conditions of the bona fide offer. MN/DOT shall then have 30 days to accept an offer to sell for the same amount as set forth in the bona fide offer to purchase.

If MN/DOT agrees to purchase the Line, it will have a reasonable period of time not to exceed one year to obtain the financial encumbrance to complete the purchase. If MN/DOT fails to exercise this option to purchase, HCRRA is free to accept the bona fide offer.

Section 4. Any agreement between the HCRRA and any purchaser shall include a specific time frame and schedule indicating how MN/DOT and all contributors to the initial acquisition of the Line shall be paid. MN/DOT's share of the sale, and that of all the contributors, shall be at a percentage equal to the percentage of their investment in the initial acquisition of the Line.

Section 5. All agreements between the HCRRA and any other parties participating in the purchase of the Line shall include provisions recognizing MN/DOT's rights pursuant to Article III, Sections 1, 2, 3, 4 and Article IV of this Agreement.

ARTICLE IV. Indebtedness of Loan

The indebtedness of the Loan shall be evidenced by this Loan Agreement and by separate mortgage agreement which shall be recorded with the appropriate county or counties.

ARTICLE V. Conditions of Payment.

MN/DOT will provide the HCRRA with the funding provided herein upon receipt of an acceptable final purchase agreement with the Chicago and North Western Transportation Company that has been approved by the HCRRA and all other participants in the purchase. In addition, the HCRRA shall also notify MN/DOT in writing of the actual purchase price, the names of all contributors to the purchase and the amount contributed by each party, and shall provide copies of all agreements with such contributors. Prior to release of MN/DOT's funding, HCRRA shall also verify to the satisfaction of MN/DOT that all contributors to the purchase price are bound by the conditions of Article III, Sections 1, 2, 3, 4 and Article IV of this Agreement.

ARTICLE VI. State and Federal Laws Applicable.

The HCRRA shall comply with and enforce all applicable state and federal laws relating to the acquisition and operation of the Line by itself and its contractors, lessees and agents including but not limited to Minn. Stat. 222.64.

ARTICLE VII. Effective Date of Contract.

This agreement shall be effective when executed by all parties or upon such date as it is executed as to encumbrance by the Commissioner of Finance, whichever occurs later.

ARTICLE VIII. Assignment.

The HCRRA shall neither assign nor transfer any rights or obligations under this Agreement without the prior written consent of MN/DOT.

ARTICLE IX. Amendments.

Any amendment to this Agreement shall be in writing and shall be executed by the same parties who executed the original agreement, or their successors in office.

ARTICLE X. Liability.

HCRRA agrees to defend, indemnify and save, and hold MN/DOT, its agents and employees, harmless from any and all claims or causes of action arising from the performance of this Agreement by the HCRRA or its agents or employees and from the ownership, operation and maintenance of the Line by the HCRRA.

ARTICLE XI. State Audits.

The books, records, documents, and accounting procedures and practices of the HCRRA relevant to this Agreement shall be subject to examination by the MN/DOT's auditors, the state auditor, and the legislative auditor.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, intending to be bound thereby.

HENNEPIN COUNTY REGIONAL
RAILROAD AUTHORITY

MINNESOTA DEPARTMENT OF
TRANSPORTATION

By Mark Andrew
Title: Chair, HCRRA
Date: 5-8-91

By David E. O'Quinn
Title: Asst Commr
Date: 6/4/91

By John J. Admont
Title: Deputy Executive Director
Date: 5-7-91

As to Form and Execution by
the Attorney General:

By [Signature]
Date: _____

By _____
Title: _____
Date: _____

COMMISSIONER OF ADMINISTRATION
Original signed

By _____ JUN 10 1991

Date: **By Gerald T. Joyce**

Approved as to form
By Mary J. Uale
Title: Asst Henn. Co. Attorney
Date: 4-26-91

COMMISSIONER OF FINANCE

By Original Signed by
JAN HOFER
Date: _____

STATUTORY MORTGAGE AND ASSIGNMENTS OF RENTS

THIS STATUTORY MORTGAGE AND ASSIGNMENT OF RENTS (the "Mortgage"), made this 17TH day of MAY, 1991, between the Hennepin County Regional Rail Authority, a Minnesota Political corporation, with an address in care of Mark Andrew, Chairman Hennepin County Regional Railroad Authority, A-2307 Government Center, Minneapolis, Mn55487.0237, hereinafter (whether one or more in number) called the "Mortgagor" and the State of Minnesota acting through its Department of Transportation, hereinafter called the "Mortgagee",

WITNESSETH:

To secure the payment of One Million Two Hundred Twenty Five Thousand and No/100 (1,225,000.00) DOLLARS, without interest, according to the terms of that certain Loan Agreement bearing even date herewith between the Mortgagor and Mortgagee (hereinafter called the "Debt"):

Mortgage. Mortgagor hereby mortgages to Mortgagee the tracts of land lying in the County of Hennepin, State of Minnesota, legally described on Exhibit A hereto, subject to liens, encumbrances, and defects of title of record;

Assignment of Rents. Mortgagor hereby assigns to the Mortgagee all rents and profits due or to become due with respect to the mortgaged premises, whether before or after foreclosure or during any redemption period after a sheriff's foreclosure sale, provided that mortgagee hereby consents to all existing and hereafter arising leases of the mortgaged premises so that the same shall survive the foreclosure of this mortgage (and the taking by the mortgagee of a deed in lieu thereof) provided that:

1. The terms of leases hereafter arising do not exceed five 5) years; and
2. Rental under such leases are not prepaid for a period of more than one (1) year.

1. Statutory Covenants. Mortgagor makes and includes in this Mortgage the statutory covenants and other provisions set forth in Minnesota Statutes Section 507.15 or in any future Minnesota Statute providing for a statutory form of real estate mortgage and, the Mortgagor covenants with the Mortgagee the following additional covenants:
 - (a) To pay the indebtedness as herein provided;
 - (b) To pay all taxes.
 - (c) That the premises shall be kept in repair and no waste shall be committed.
 - (d) That the whole of the principal sum shall be come due after default, in the payment of any installment of principal or interest, or of any tax, or in the performance of any other covenant, at the option of the Mortgages.
2. Events of Default/Acceleration of Maturity. Mortgagor agrees that at the option of the Mortgagee and in addition to Mortgagee's right to accelerate the maturity of the indebtedness secured hereby as set forth above in the Statutory Covenants, the entire remaining principal balance plus accrued interest shall become due and payable in full upon the occurrence of any of the following (each of which is herein referred to as an "Event of Default"):
 - (i) Failure by mortgagor to make any payment on the Debt when due; or
 - (ii) The default by Mortgagor in the performance of other covenants or agreements contained herein or in the Debt; or
 - (iii) Any default under the terms of any security agreement, loan agreement, or any other writing securing or governing the repayment of the Debt; or
 - (iv) The bankruptcy or insolvency of the Mortgagor; or
 - (v) The transfer of title of the property securing this Mortgage and described in Exhibit A by the mortgagor to any third party.
3. Statutory Power of Sale, Waiver and Agreement. At maturity, whether at the stated time or prior thereto by the acceleration of maturity pursuant thereto, Mortgagee (in addition to any other remedies provided for herein or which it may have at law or equity) shall have the statutory power of sale, and on foreclosure may retain statutory costs and attorneys' fees.

MORTGAGOR HEREBY: EXPRESSLY CONSENTS TO THE FORECLOSURE AND SALE OF THE MORTGAGED PREMISES BY ADVERTISEMENT PURSUANT TO MINNESOTA STATUTES CHAPTER 580, WHICH PROVIDES FOR SALE AFTER SERVICE OF NOTICE THEREOF UPON THE OCCUPANT OF THE MORTGAGED PREMISES AND PUBLICATION OF SAID NOTICE FOR SIX WEEKS IN THE COUNTY OF MINNESOTA WHERE THE MORTGAGED PREMISES IS SITUATED; ACKNOWLEDGES THAT SERVICE NEED NOT BE MADE UPON MORTGAGOR PERSONALLY (UNLESS MORTGAGOR IS AN OCCUPANT) AND THAT NO HEARING OF ANY TYPE IS REQUIRED IN CONNECTION WITH THE SALE; AND EXPRESSLY WAIVES ANY AND ALL RIGHT TO PRIOR NOTICE OF SALE OF THE MORTGAGED PREMISES AND ANY AND ALL RIGHTS TO A PRIOR HEARING OF ANY TYPE IN CONNECTION WITH THE SALE OF THE MORTGAGED PREMISES.

4. Miscellaneous. This Mortgage shall be governed by and construed in accordance with the laws of the State of Minnesota and shall inure to the benefit of Mortgagee, its successors and assigns. In the event any provision hereof is determined to be unenforceable or invalid shall be deemed severed from this Mortgage and the remaining provisions carried out with the same force and effect as if the severed provisions or part thereof had not been made a part hereof.

Mortgagor or its assigns shall have the right to enter into leases of the mortgaged properties the estates of which shall be prior and superior in all respects to the lien of this Mortgage.

Hennepin County Regional
Railroad Authority
a Minnesota political corporation

By Mark Andrew
Its Chairman

STATE OF MINNESOTA)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____
day of _____, 1991, by _____
the Attorney for the Hennepin County Regional Railroad Authority, a
Minnesota political Corporation, on behalf of the corporation.

Notary Public

Contract Number 66279

ACKNOWLEDGEMENT OF RECIPIENT'S
AUTHORIZED SIGNATURES

STATE OF MINNESOTA

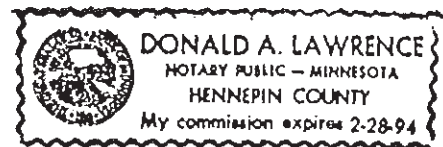
COUNTY OF HENNEPIN

On this 17 day of May, 1991, before me appeared
Mark Andrew and Vern T. Grenzlinger
to me personally known, who being by me duly sworn, did say they are
respectively Chairman and Deputy Executive Director of
Hennepin County Regional Railroad Authority.
RECIPIENT

By Vern T. Grenzlinger
Title Deputy Executive Director

By Mark Andrew
Title Chairman

Donald A. Lawrence
NOTARY



Cedar Lake Trail

RESOLUTION NO. 18-HCRRRA-94

The following resolution was offered by Commissioner Andrew, seconded by Commissioner Staples:

WHEREAS, Resolution 51-HCRRRA-93 directed Hennepin County Regional Railroad Authority (HCRRRA) staff to cooperate with the City of Minneapolis and the Minneapolis Park and Recreation Board to develop an agreement for HCRRRA participation in the Cedar Lake Bike Trail; and

WHEREAS, the City of Minneapolis has developed plans and has obtained federal funding (ISTEA) to support construction of the bike trail; and

WHEREAS, the City of Minneapolis and the Minneapolis Park and Recreation Board will provide local matching funds and assume all maintenance and operating responsibilities,

BE IT RESOLVED, that Permit Agreement No. A09304, between the Hennepin County Regional Railroad Authority (HCRRRA) and the City of Minneapolis providing for use of HCRRRA property between Lyndale Avenue and Seventh Street in the City of Minneapolis for a bicycle trail, in the receivable amount of \$1.00 annually, be approved and that the Chair be authorized to sign the Agreement on behalf of the Authority.

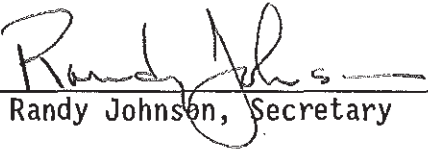
The question was on the adoption of the resolution and there were 7 YEAS and 0 NAYS as follows:

BOARD OF COMMISSIONERS
HENNEPIN COUNTY REGIONAL
RAILROAD AUTHORITY

	<u>YEA</u>	<u>NAY</u>	<u>OTHER</u>
Mike Opat	<u>X</u>	_____	_____
Mark Andrew	<u>X</u>	_____	_____
Peter McLaughlin	<u>X</u>	_____	_____
Randy Johnson	<u>X</u>	_____	_____
John Keefe	<u>X</u>	_____	_____
Emily Anne Staples	<u>X</u>	_____	_____
Sandra Hilary, Chair	<u>X</u>	_____	_____

RESOLUTION ADOPTED APRIL 5, 1994

ATTEST:


Randy Johnson, Secretary

~~73-710-13~~**Permit Agreement**APPROVED BY CITY COUNCIL
FEB 25 1994
19
City Clerk

This agreement, entered into by and between the Hennepin County Regional Railroad Authority, a Minnesota political subdivision, ("Permitter") and the Public Works and Engineering Department of the City of Minneapolis ("Permittee") a political subdivision.

In consideration of the covenants by and between the parties, it is hereby agreed:

1. Premises

Permitter hereby agrees to grant certain rights and benefits to Permittee hereinafter described with regard to that certain real property described as follows:

That part of the Hennepin County Regional Railroad Authority (HCRRA) right of way, in the City of Minneapolis, as delineated and colored green on HCRRA Property Maps numbered 9, and 10 and 11 and attached hereto as Exhibit A.

A more complete legal description will be prepared upon the completion of construction of the bike trail, and will replace and supersede the above description. The said real estate shall be hereinafter described as the "Premises."

2. Uses

The Premises shall be for the temporary use of Permittee, its agents, officers, employees, subpermittees and invitees for trail purposes. Permitter reserves the right to limit, reject or refuse to permit the use of the Premises by Permittee or any subpermittees for any purpose which Permitter, in its sole discretion, deems inappropriate or incompatible with its future use of the Premises or the operations of the Chicago Northwestern Transportation company or any other railroad operating on the right of way adjacent to the Premises. Permittee shall submit any proposed development or other physical alterations to the Premises to Permitter to determine

its acceptability to Permittor prior to contracting any obligations or commitments in connection therewith.

3. Term

The term of this Permit shall be for an indefinite period, commencing on execution of this Agreement by the Chair of the Hennepin County Regional Railroad Authority until termination in accordance with Paragraph 4.

4. Termination

Either party may, at any time and for any reason, terminate this Permit by giving thirty (30) days' written notice of its intention to do so. Such notice may be served upon the Hennepin County Regional Railroad Authority by delivering a copy thereof to the Executive Director at the principal office in the Hennepin County Government Center, Minneapolis, Minnesota, 55487, or by depositing the same in the United States Post Office directed to the Executive Director at the principal office. Such notice may be served on the Public Works and Engineering Department of the City of Minneapolis by delivering a copy thereof to Room 203, City Hall, 350 South Fifth Street, Minneapolis, Minnesota 55415. Except as provided herein, this Agreement may not be terminated or revoked by either party hereto.

5. Temporary Nature of Use

Permittee acknowledges that the Premises was acquired by Permittor specifically and solely for the purpose of constructing a light rail transit system or other permitted transportation uses and its associated facilities and that it is Permittor's intention to allow Permittee to use the Premises only until it is needed for that purpose. Nothing in this Permit shall be deemed to evidence any change by

Permitter of its intended use of the Premises for light rail transit purposes or other permitted transportation uses. Rather, Permitter has agreed to the terms of this Permit to provide a temporary use for the Premises during the time required for further planning and development of the light rail transit system or other permitted transportation uses.

6. Rights Upon Termination

On the expiration of thirty (30) days after such service of said notice, this Permit, and all rights hereunder, shall thereupon terminate and be at an end, saving and excepting such rights as may have accrued to either party hereunder prior to such termination. Permittee shall, without further notice or demand, deliver possession of the Premises to the Permitter at the expiration of said thirty (30) days and shall, before the expiration of said thirty (30) days, remove all buildings and property placed upon the Premises which it may desire and have the right to remove. If it shall fail to remove buildings and property, its right shall, at the option of the Permitter, cease and Permittee's interest thereto shall be forfeited and at the same time shall belong to Permitter or, in such case, if the Permitter shall elect, it may, at any time after the expiration of said period of thirty (30) days, tear down and/or remove any or all such buildings and property at the expense of Permittee without any liability for damages thereof in any respect whatsoever and Permittee shall thereupon promptly reimburse Permitter for all expenses incurred by it in doing so.

7. Rent

Upon any such termination of this Permit, rent shall be paid by the Permittee to the date of termination fixed by said notice at the rate of \$1.00 per year.

8. Subpermits

Permittee may grant permits to subpermittees only upon written agreement of Permittor. Any subpermit shall be on the same terms and conditions and for the same uses as are contained in this Permit.

9. Signage

Permittee shall provide, install and maintain signage, including kiosks, on the Premises identifying that the Premises are being used by the Minneapolis Public Works and Engineering Department by permission of the owner, the Hennepin County Regional Railroad Authority, until the Premises are used for light rail transit or other transportation uses.

10. Nuisance, Waste

Permittee shall not permit the existence of any nuisance on said Premises. Permittee, at all times, shall keep said Premises clean and shall comply with all laws, ordinances and regulations respecting Permittee's business and use and occupation of said Premises. Permittee, at its sole cost, shall make any and all improvements, alterations, repairs and additions, and install all appliances required on said Premises by or under any such regulations, ordinances or laws. No bills, posters or advertising matter of any kind shall be posted on said Premises; provided, however, that Permittee may post on appropriate structures, informational materials relating to the permitted uses. Permittee shall use all reasonable precautions to prevent any waste, injury, death or property damage and shall modify, repair or replace any railings, pathways or other improvements on the Premises when necessary.

11. Utilities, Title, Existing Rights of Others

Permittee accepts said Premises subject to the rights of any person, firm or corporation, including the Permittor in and to any existing telephone, telegraph and/or other wires, poles and facilities of any kind whatsoever, whether or not of record, and should it, at any time, become necessary because of Permittee's use of the Premises to relocate any of said poles, wires or facilities by reason of this Permit, Permittee shall bear and pay the cost of so doing.

Permittee also accepts said Premises subject to any want or failure at any time of Permittor's title to said Premises or any part thereof and Permittee shall assume any damages sustained by Permittee in connection therewith. Permittee also accepts such Premises subject to rights of any party, including Permittor, in and to any

roadways, easements, leases and permits, whether granted, at Permittor's sole discretion, either prior to or after the date of this Permit Agreement. Permittee agrees to provide to Permittor or other tenants of Permittor access over and through the Premises on these roadways and easements should such access be deemed necessary by Permittor. Permittee accepts said Premises subject to the right of Permittor, its employees, agents, permittees, lessees, and contractors when reasonably necessary to walk upon said Premises to repair adjacent property and the right of Permittor, its employees, agents, permittees, lessees, and contractors to temporarily place equipment upon the property when reasonably necessary for the purpose of maintaining, repairing, inspecting or constructing upon Permittor's property.

12. Indemnification

Permittee shall defend, indemnify and hold harmless Permittor, its Commissioners, officers, agents, and employees from any liability, claims, demands, personal injury, costs, judgments, or expenses, including reasonable attorney's fees, resulting directly or indirectly from an act or omission of Permittee, its agents, employees, customers, invitees, subpermittees, permittees, lessees or other occupiers of the Premises.

Permittor shall not be liable to Permittee or those claiming by, through, or under Permittee for any injury, death or property damage occurring in, on or about the Premises based upon the construction, operation or maintenance of the Premises by Permittee or any subpermittee, nor for the loss or damage by reason of the present or future condition of repair of the Premises, or for the loss or damage

arising from the acts or omissions of Permittee, its agents, employees, customers, invitees, subpermittees, permittees, lessees, or other occupiers of the Premises.

13. Insurance

Permittee further agrees that if in any case the release and indemnity provided in this section shall not be valid, Permittor shall have the full benefit of any insurance effected by the Permittee upon the property injured, destroyed or damaged and/or against the hazard involved; and Permittee agrees that any and all such insurance shall be so written that the insurer shall have no claim or recourse of any kind whatsoever against Permittor in connection therewith.

14. Covenant

Permittee, in consideration of the permitting of the said Premises, as herein provided, hereby covenants and agrees to pay the rent therefor promptly, as above provided, and fully to abide by and perform all and singular the conditions, covenants and agreements herein contained and to be observed and performed by said Permittee and to yield up said Premises unto the Permittor at the expiration or termination of the Permit Agreement in as good condition as when entered upon.

15. Quiet Enjoyment

Permittor has the right and authority to enter into this Agreement and if Permittee pays the rent required hereby and otherwise performs the terms hereof to be performed by Permittee, Permittee shall, during the term hereof, be entitled to quiet enjoyment and possession of the Premises subject to the termination provisions hereof. Notwithstanding the foregoing, Permittee acknowledges that the rights provided to it by virtue of the Permit are subject to the provisions of Paragraph 11.

16. Waiver

No receipt of money by Permittor from Permittee after any default by Permittee or after the expiration of this Permit or after the service of any notice or after the commencement of any suit or after final judgment for possession of said Premises, shall waive such default or reinstate, continue or extend the term of this Permit or affect any such notice or suit, as the case may be. No waiver of any default of Permittee shall be implied from omission by Permittor to take any action on account of such default, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated.

17. Breach

It is further agreed between the parties hereto, that if the said Permittee shall breach or make default in any of the conditions, covenants or agreements of this Permit, which breach or default shall continue for fifteen (15) days after Permittee's receipt of written notice thereof from Permittor, then it shall be lawful for the Permittor, then or at any time thereafter, to declare this Permit ended, and to re-enter said Premises and take possession thereof, with or without process of law, and to use any reasonable or necessary lawful force for regaining possession; whereupon the rights and obligations of the parties shall be the same as above specified in the case of termination pursuant to Paragraph 4; and it is hereby further agreed and provided that any waiver at any time of a breach of any condition, covenant or agreement of this Permit shall extend only to the particular breach so waived and shall, in no manner, impair or affect the existence of such condition, covenant or

agreements, or the right of Permittor thereafter to avail itself of same and any subsequent breach thereof. In the event Permittor has to take action for repossession of said property, Permittee, its assigns or heirs shall be liable for reasonable attorney's fees incurred by Permittor.

18. Assignment

The benefits and obligations of this Permit shall extend to and shall bind the heirs, administrators, executors, leases, successors or assigns of the parties hereto, but no interest in this Permit shall be assigned, nor said Premises or any part thereof shall be subpermitted, used or occupied by any party other than the Permittee unless specifically stated herein. Permittor reserves the right to review and revise the rental rate applicable to this Permit upon any change in the status of the Permit, the Permittee or person occupying the Premises during the term of this Permit or any renewal thereof.

19. Improvements, Maintenance

Permittee shall be responsible for the construction of all improvements necessary to its use of the Premises and shall be responsible for the maintenance of said Premises. Permittee shall also be responsible for the construction of all bridges and crossings deemed necessary for Permittee to provide for any trails on the Premises or to otherwise use the Premises. Construction plans, if any, shall be submitted to the Permittor for review and comment. Permittor reserves the right to reject any plans for construction proposed by Permittee on the grounds, in Permittor's sole discretion, that said plans are inappropriate or incompatible with its future use of the Premises or with the operations of the Chicago and Northwestern

Transportation Company or other railroad operating on the right of way adjacent to the Premises.

20. Environmental Concerns

Permittee shall not create or permit any condition of the Premises that could present a threat to human health or to the environment. Permittee shall bear the expense of all practices or work, preventative, investigative or remedial, which may be required because of any conditions of the Premises introduced by Permittee, subpermittees or invitees during Permittee's period of use, including conditions introduced by Permittee, subpermittees, or invitees which affect other lands. Permittee expressly agrees that the obligations it hereby assumes shall survive cancellation of this Permit. Permittee agrees that statutory limitation periods on actions to enforce these obligations shall not be deemed to commence until Permitter discovers any such health or environmental impairment, and Permittee hereby knowingly and voluntarily waives the benefits of any shorter limitation period.

Permitter shall have the right, but not the duty, to enter upon the Premises from time to time as set forth below to inspect the Premises for environmental contamination and in the course thereof to conduct soil and groundwater testing and to perform environmental investigation, remediation or mitigation. Permitter may enter the Premises during regular business hours of Permittee without prior notice, and may enter the Premises during periods other than regular business hours either with prior written consent of Permittee or without if Permitter reasonably believes that an emergency exists on the Premises. Permitter shall conduct any such inspections or testing so as to minimize interference with Permittee's operations.

Permitter's entry on to the Premises pursuant to this paragraph shall not relieve the Permittee's obligation to pay rent under this Permit.

In addition to the foregoing provisions of this Paragraph 20, and in exchange for the rights and privileges granted in this Permit Agreement, Permittee hereby agrees to bear the expense of all practices or work, preventative, investigative or remedial necessary to comply with all federal, state, local and other governmental statutes, rules and regulations necessary for Permittee's use of the Premises for trail and park purposes regarding any hazardous waste, pollutant, contaminant or petroleum related material on the Premises regardless of whether or not the same was present on the Premises before or after the commencement of this Permit Agreement. Further, Permittee agrees to defend, indemnify and hold harmless Permitter, its Commissioners, officers, agents and employees from any liability, claims, demands, personal injury, costs, judgments, or expenses, including reasonable attorney's fees arising from exercise of the rights granted by this Permit Agreement and resulting from the presence of any hazardous waste, pollutant, contaminant or petroleum related material on the Premises regardless of whether or not the same was present on the Premises before or after the commencement of this Permit Agreement. Permittee expressly agrees that the obligations it hereby assumes shall survive the cancellation of this Permit.

21. Compliance with Laws, Ordinances and Rules

Permittee agrees to comply with all laws, ordinances and regulations of federal, state, municipal and local government agencies as they apply to use of the

Premises. Permittee agrees to comply with rules as may be promulgated from time to time by Permittor.

22. Condition of Premises Inspection

Permittee accepts the Premises in an "AS IS" condition with no express or implied representations or warranties by Permittor as to the physical condition or fitness or suitability for any particular purpose, express or implied. Permittee is responsible for and has had ample opportunity to inspect the Premises, is familiar with the same, and has determined to its satisfaction the fitness of the Premises for its intended use.

Permittee acknowledges and assumes all risks associated with the proximity of the Premises to the railroad right of way adjacent to the Premises and to any railroad operations thereon including, but not limited to, operations of The Chicago and Northwestern Transportation Company.


23. Liens and Encumbrances

Permittee shall not permit any liens or encumbrances to be established or remain against the Premises, including but not limited to, encumbrances with respect to work performed or equipment or materials furnished in connection with use of the Premises by Permittee, its agents, employees, customers, invitees, subpermittees, lessees or other occupiers of the Premises pursuant to this Permit.

IN WITNESS WHEREOF, the parties hereto have signed this Permit Agreement as of

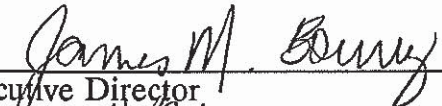
_____, 1994.

*Upon proper execution, this agreement
will be legally valid and binding.*


Assistant County Attorney
Date: 3-7-94


**Hennepin County Regional Railroad
Authority**


Chair, Board of Commissioners
Date: _____



Executive Director
Date: 4/5/94


City of Minneapolis

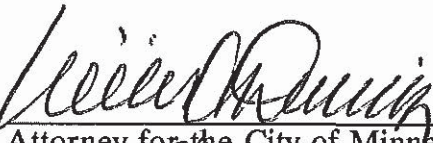
Attorney for the City of Minneapolis
Date: _____


Mayor
Date: 2/28/94

Approved as to execution:


Assistant County Attorney
Date: 3-7-94


City Finance Officer
Date: 2/28/94


Attorney for the City of Minneapolis
Date: February 22, 1994

ATTESTED BY:


City Clerk

HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY PROPERTY MAP NO. 9

C. R. DOC. NO.

KNOW ALL PERSONS BY THESE PRESENTS, THAT THE COUNTY OF HENNEPIN, A BODY PUBLIC AND CORPORATE UNDER THE LAWS OF THE STATE OF MINNESOTA, HAS CAUSED PART OF THE REGIONAL RAILROAD AUTHORITY PROPERTY RIGHT-OF-WAY TO BE SURVEYED AND MAPPED. SAID RIGHT-OF-WAY IS COMPRISED OF THE FOLLOWING DESCRIBED LANDS SITUATE IN THE COUNTY OF HENNEPIN, STATE OF MINNESOTA, TO WIT:

THOSE PARTS EMBRACED WITHIN SECTION 29, TOWNSHIP 29, RANGE 24 DESCRIBED, AS FOLLOWS:

PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER;
PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER;
PART OF GOVERNMENT LOT 1.

THIS PROPERTY MAP, COMPILED BY THE SURVEY DIVISION, HENNEPIN COUNTY BUREAU OF PUBLIC SERVICE, IS HEREBY CERTIFIED AS THE OFFICIAL MAP OF HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY PROPERTY MAP NO. 9, FILED PURSUANT TO BOARD RESOLUTION DATED MARCH 22, 1988.

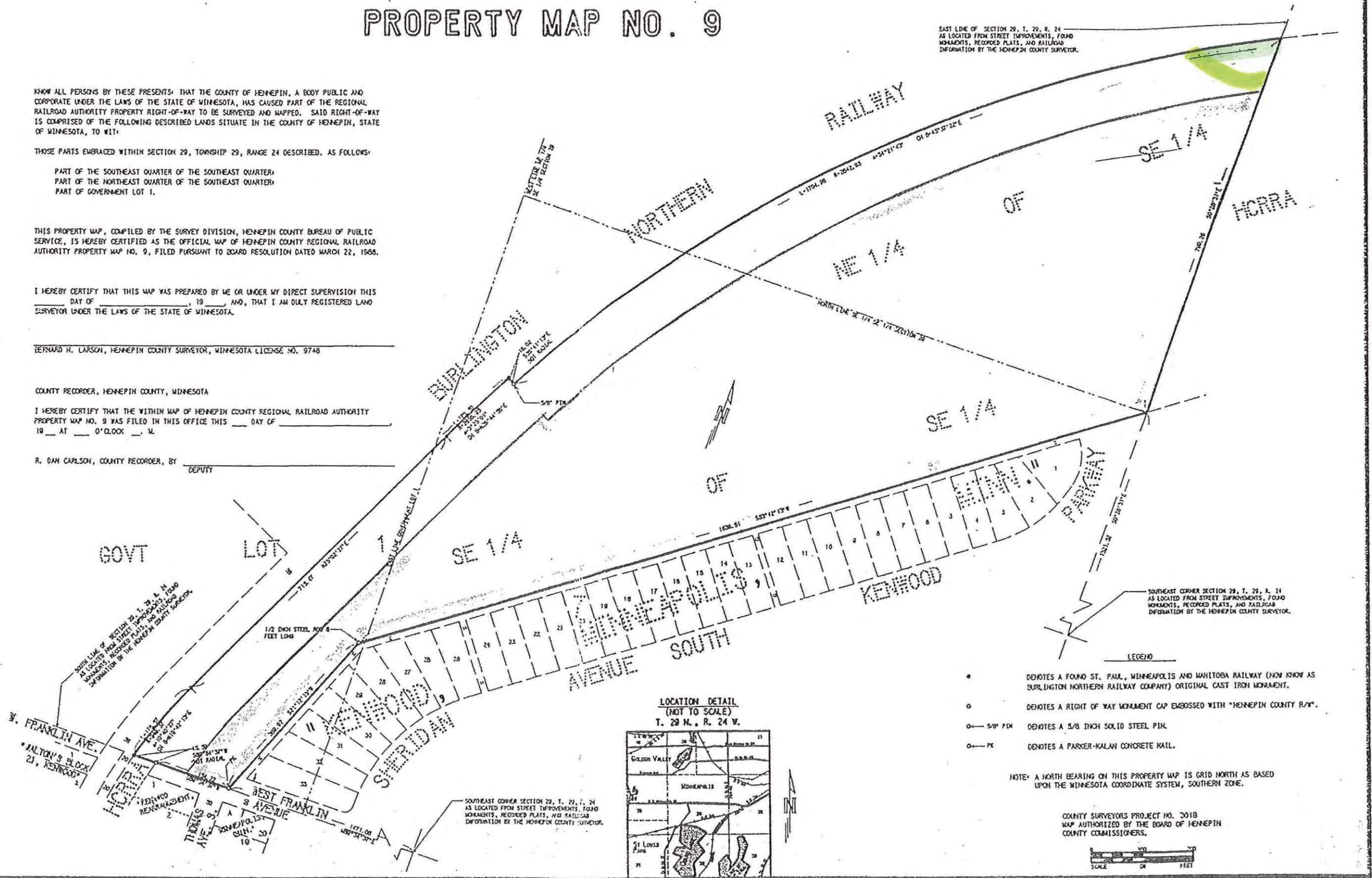
I HEREBY CERTIFY THAT THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION THIS DAY OF _____, 19____, AND, THAT I AM DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

BERNARD H. LARSON, HENNEPIN COUNTY SURVEYOR, MINNESOTA LICENSE NO. 9748

COUNTY RECORDER, HENNEPIN COUNTY, MINNESOTA

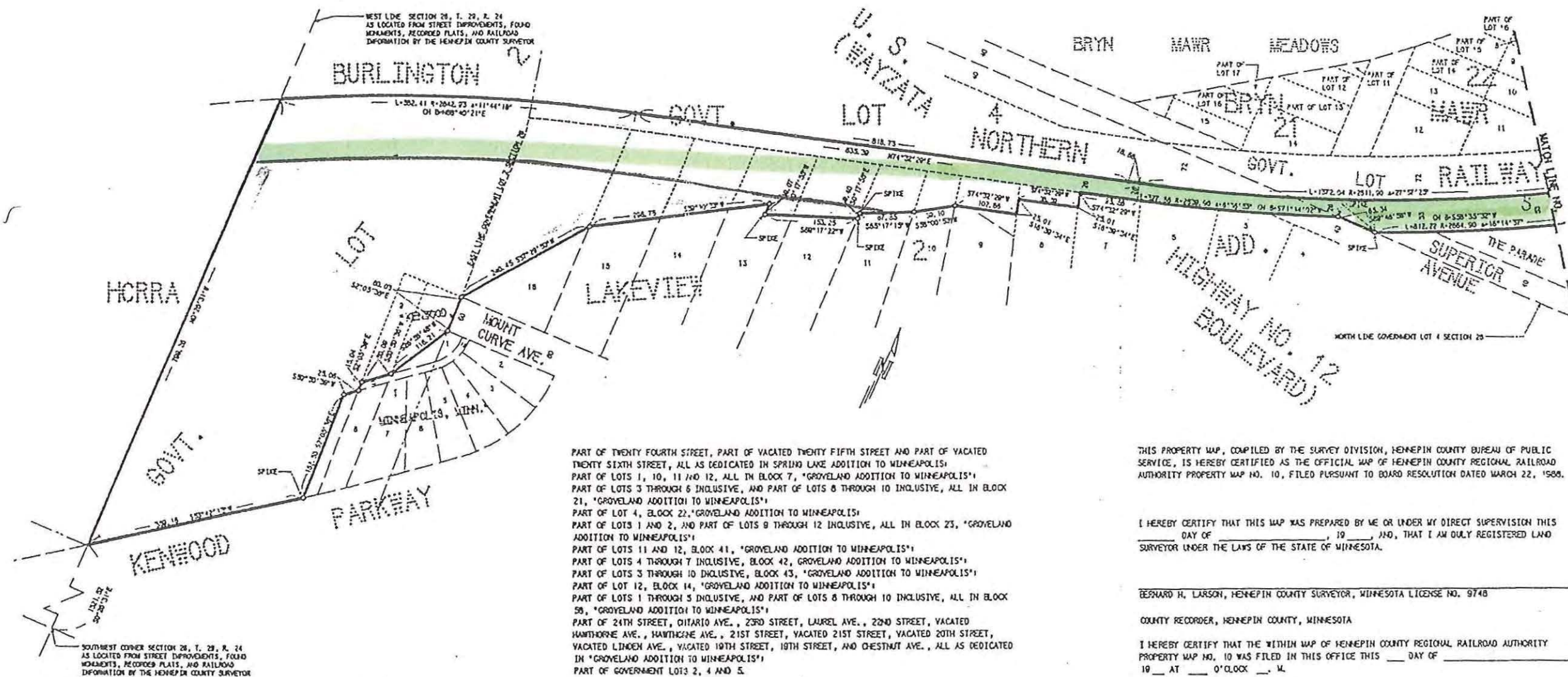
I HEREBY CERTIFY THAT THE WITHIN MAP OF HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY PROPERTY MAP NO. 9 WAS FILED IN THIS OFFICE THIS DAY OF _____, 19____, AT _____ O'CLOCK _____ M.

R. DAN CARLSON, COUNTY RECORDER, BY _____ DEPUTY



HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY PROPERTY MAP NO. 10

C. R. DOC. NO.



PART OF TWENTY FOURTH STREET, PART OF VACATED TWENTY FIFTH STREET AND PART OF VACATED TWENTY SIXTH STREET, ALL AS DEDICATED IN SPRING LAKE ADDITION TO MINNEAPOLIS;
PART OF LOTS 1, 10, 11 AND 12, ALL IN BLOCK 7, "GROVELAND ADDITION TO MINNEAPOLIS";
PART OF LOTS 3 THROUGH 6 INCLUSIVE, AND PART OF LOTS 8 THROUGH 10 INCLUSIVE, ALL IN BLOCK 21, "GROVELAND ADDITION TO MINNEAPOLIS";
PART OF LOT 4, BLOCK 22, "GROVELAND ADDITION TO MINNEAPOLIS";
PART OF LOTS 1 AND 2, AND PART OF LOTS 9 THROUGH 12 INCLUSIVE, ALL IN BLOCK 23, "GROVELAND ADDITION TO MINNEAPOLIS";
PART OF LOTS 11 AND 12, BLOCK 41, "GROVELAND ADDITION TO MINNEAPOLIS";
PART OF LOTS 4 THROUGH 7 INCLUSIVE, BLOCK 42, "GROVELAND ADDITION TO MINNEAPOLIS";
PART OF LOTS 3 THROUGH 10 INCLUSIVE, BLOCK 43, "GROVELAND ADDITION TO MINNEAPOLIS";
PART OF LOT 12, BLOCK 14, "GROVELAND ADDITION TO MINNEAPOLIS";
PART OF LOTS 1 THROUGH 5 INCLUSIVE, AND PART OF LOTS 8 THROUGH 10 INCLUSIVE, ALL IN BLOCK 58, "GROVELAND ADDITION TO MINNEAPOLIS";
PART OF 24TH STREET, CHITARIO AVE., 23RD STREET, LAUREL AVE., 22ND STREET, VACATED HAWTHORNE AVE., HAWTHORNE AVE., 21ST STREET, VACATED 21ST STREET, VACATED 20TH STREET, VACATED LINCOLN AVE., VACATED 19TH STREET, 18TH STREET, AND CHESTNUT AVE., ALL AS DEDICATED IN "GROVELAND ADDITION TO MINNEAPOLIS";
PART OF GOVERNMENT LOTS 2, 4 AND 5.

THIS PROPERTY MAP, COMPILED BY THE SURVEY DIVISION, HENNEPIN COUNTY BUREAU OF PUBLIC SERVICE, IS HEREBY CERTIFIED AS THE OFFICIAL MAP OF HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY PROPERTY MAP NO. 10, FILED PURSUANT TO BOARD RESOLUTION DATED MARCH 22, '588.

I HEREBY CERTIFY THAT THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION THIS DAY OF 19 AND, THAT I AM A duly REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

BERNARD H. LARSON, HENNEPIN COUNTY SURVEYOR, MINNESOTA LICENSE NO. 9748

COUNTY RECORDER, HENNEPIN COUNTY, MINNESOTA

I HEREBY CERTIFY THAT THE WITHIN MAP OF HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY PROPERTY MAP NO. 10 WAS FILED IN THIS OFFICE THIS DAY OF 19 AT O'CLOCK M.

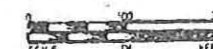
R. DAN CARLSON, COUNTY RECORDER, BY DEPUTY

LEGEND

- DENOTES A FOUND ST. PAUL, MINNEAPOLIS AND WHITCORA RAILWAY (NOW KNOWN AS BURLINGTON NORTHERN RAILWAY COMPANY) ORIGINAL CAST IRON MONUMENT.
- DENOTES A RIGHT OF WAY MONUMENT CAP EMBOSSED WITH "HENNEPIN COUNTY R.A.".
- SPICE DENOTES A 60 PERRY NAIL.

NOTE: A NORTH BEARING ON THIS PROPERTY MAP IS GRID NORTH AS BASED UPON THE MINNESOTA COORDINATE SYSTEM, SOUTHERN ZONE.

COUNTY SURVEYORS PROJECT NO. 3018
MAP AUTHORIZED BY THE BOARD OF HENNEPIN COUNTY COMMISSIONERS.



KNOW ALL PERSONS BY THESE PRESENTS THAT THE COUNTY OF HENNEPIN, A BODY PUBLIC AND CORPORATE UNDER THE LAWS OF THE STATE OF MINNESOTA, HAS CAUSED PART OF THE REGIONAL RAILROAD AUTHORITY PROPERTY RIGHT-OF-WAY TO BE SURVEYED AND MAPPED. SAID RIGHT-OF-WAY IS COMPOSED OF THE FOLLOWING DESCRIBED LANDS SITUATE IN THE COUNTY OF HENNEPIN, STATE OF MINNESOTA, TO WIT:

THOSE PARTS EMBRACED WITHIN SECTION 21, TOWNSHIP 29, RANGE 24 DESCRIBED, AS FOLLOWS:

PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER.

THOSE PARTS EMBRACED WITHIN SECTION 28, TOWNSHIP 29, RANGE 24 DESCRIBED, AS FOLLOWS:

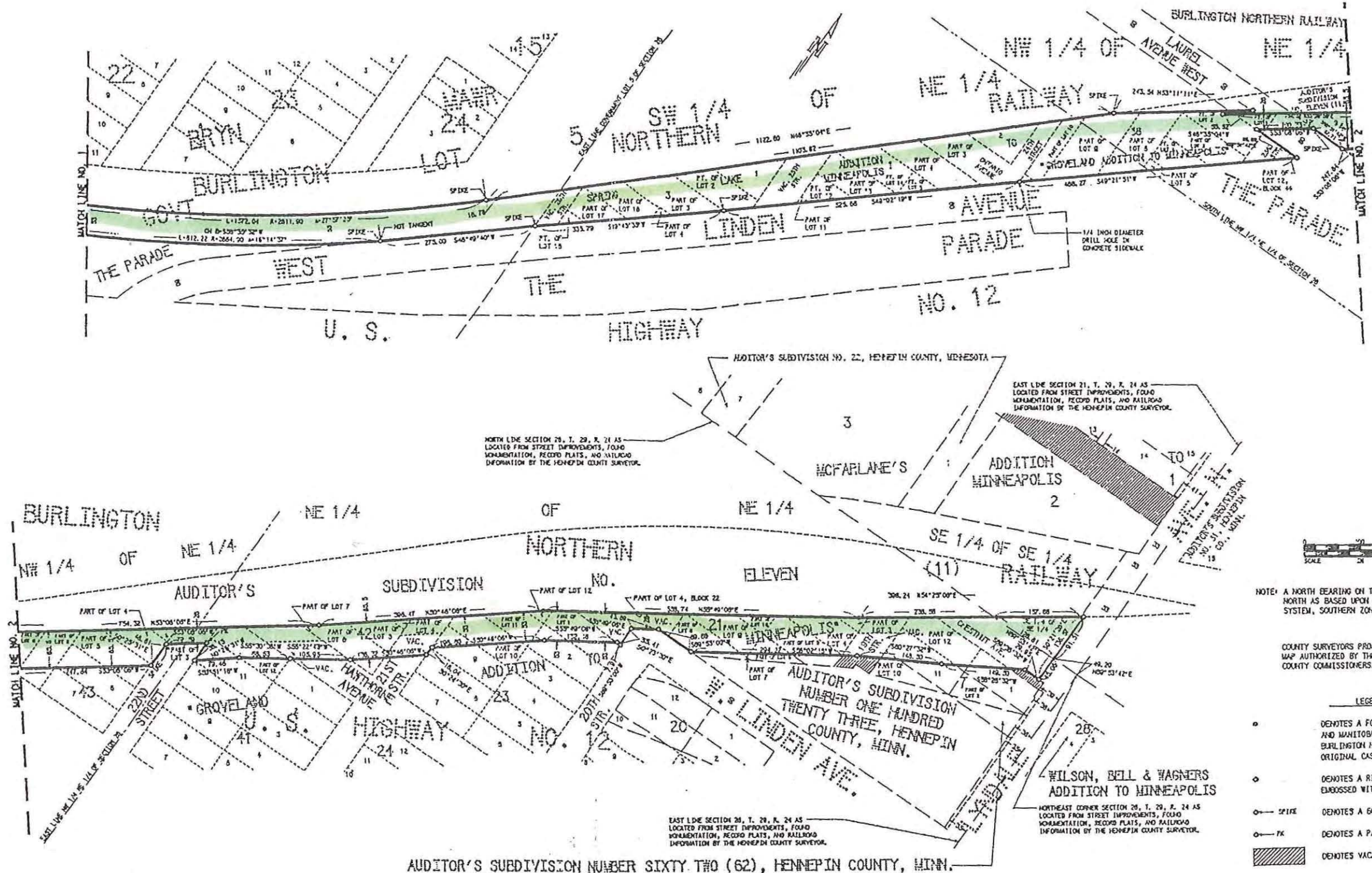
LOT 9 AND PART OF LOT 1, ALL IN BLOCK 1, "KENWOOD, MINNEAPOLIS, MINN.";
PART OF LOTS 8 THROUGH 18 INCLUSIVE, BLOCK 2, LAKEVIEW ADD.;
PART OF THE PARADE;
PART OF SUPERIOR AVE., AS SHOWN ON THE PARADE;
LOT 2, PART OF LOTS 3 (ALSO KNOWN AS CHITARIO AVENUE) THROUGH 5 INCLUSIVE, AND PART OF LOTS 11 THROUGH 14 INCLUSIVE, ALL IN BLOCK 1, SPRING LAKE ADDITION TO MINNEAPOLIS;
LOT 1, PART OF LOTS 2 THROUGH 4 INCLUSIVE, AND PART OF LOTS 16 THROUGH 18 INCLUSIVE, ALL IN BLOCK 3, SPRING LAKE ADDITION TO MINNEAPOLIS.

LOCATION DETAIL (NOT TO SCALE)



HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY PROPERTY MAP NO. 10

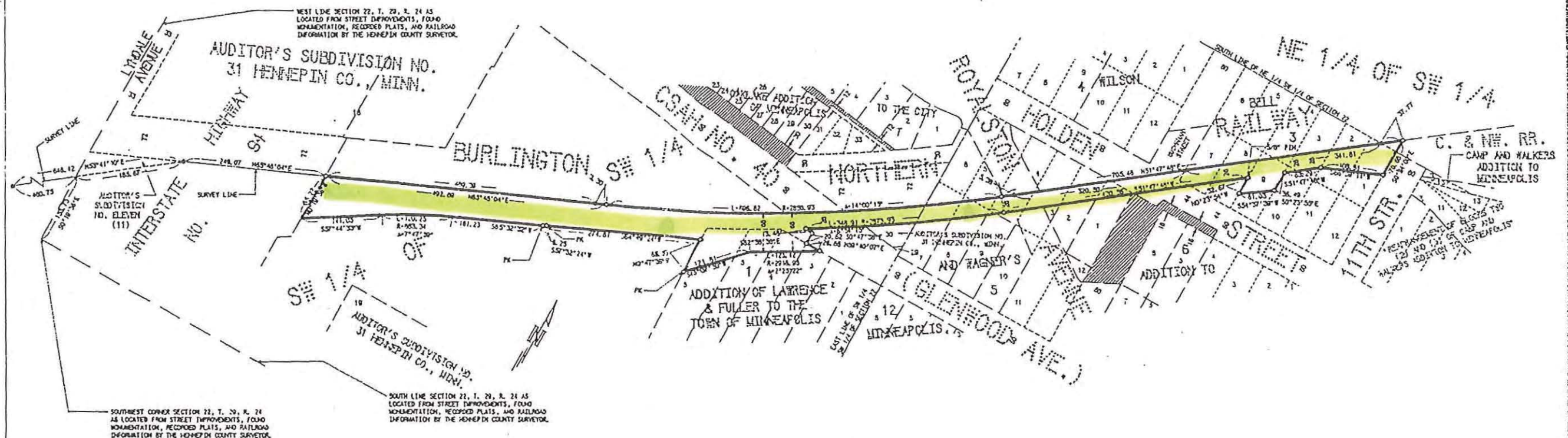
C. R. DOC. NO.



HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY

PROPERTY MAP NO. 11

C. R. DOC. NO.



KNOW ALL PERSONS BY THESE PRESENTS, THAT THE COUNTY OF HENNEPIN, A BODY PUBLIC AND CORPORATE UNDER THE LAWS OF THE STATE OF MINNESOTA, HAS CAUSED PART OF THE REGIONAL RAILROAD AUTHORITY PROPERTY RIGHT-OF-WAY TO BE SURVEYED AND MAPPED. SAID RIGHT-OF-WAY IS COMPRISED OF THE FOLLOWING DESCRIBED LANDS SITUATE IN THE COUNTY OF HENNEPIN, STATE OF MINNESOTA, TO WIT:

THOSE PARTS EMBRACED WITHIN SECTION 22, TOWNSHIP 29, RANGE 24 DESCRIBED, AS FOLLOWS:

PART OF LOTS 3 THROUGH 6 INCLUSIVE, BLOCK 1, ADDITION OF LAWRENCE & FULLER TO THE TOWN OF MINNEAPOLIS

PART OF LOTS 1 THROUGH 4 INCLUSIVE, AND PART OF LOTS 7 THROUGH 10 INCLUSIVE, ALL IN BLOCK 3, WILSON BELL AND WAGNER'S ADDITION TO MINNEAPOLIS

PART OF LOTS 1 THROUGH 5 INCLUSIVE, AND PART OF LOTS 7 THROUGH 9 INCLUSIVE, ALL IN BLOCK 5, WILSON BELL AND WAGNER'S ADDITION TO MINNEAPOLIS

PART OF HOLDEN STREET, FORMERLY KNOWN AS 6TH ST., PART OF BUCHANAN ST. AND PART OF VACATED BUCHANAN ST., ALL AS DEDICATED IN THE PLAT OF WILSON BELL AND WAGNER'S ADDITION TO MINNEAPOLIS

PART OF GLENWOOD AVE., ALSO KNOWN AS COUNTY ROAD NO. 49 AND FORMERLY KNOWN AS WESTERN AVENUE, AS SHOWN IN AUDITOR'S SUBDIVISION NO. 31 HENNEPIN COUNTY, MINN.

PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER

PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER

THIS PROPERTY MAP, COMPILED BY THE SURVEY DIVISION, HENNEPIN COUNTY BUREAU OF PUBLIC SERVICE, IS HEREBY CERTIFIED AS THE OFFICIAL MAP OF HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY PROPERTY MAP NO. 11, FILED PURSUANT TO BOARD RESOLUTION DATED MARCH 22, 1988.

I HEREBY CERTIFY THAT THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION THIS _____ DAY OF _____, 19____, AND, THAT I AM DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

BERNARD H. LARSON, HENNEPIN COUNTY SURVEYOR, MINNESOTA LICENSE NO. 9748

COUNTY RECORDER, HENNEPIN COUNTY, MINNESOTA

I HEREBY CERTIFY THAT THE WITHIN MAP OF HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY PROPERTY MAP NO. 11 WAS FILED IN THIS OFFICE THIS _____ DAY OF _____, 19____ AT _____ O'CLOCK _____ M.

R. DAN CARLSON, COUNTY RECORDER, BY _____

DEPUTY
LOCATION DETAIL
(NOT TO SCALE)
T. 29 N., R. 24 W.



LEGEND

- DENOTES A FOUND ST. PAUL, MINNEAPOLIS AND MANITOBA RAILWAY (NOW KNOWN AS BURLINGTON NORTHERN RAILWAY COMPANY) ORIGINAL CAST IRON MONUMENT.
- DENOTES A RIGHT OF WAY MONUMENT CAP EMBOSSED WITH "HENNEPIN COUNTY R.A."
- S. 1/8" PIN DENOTES A 5/8 INCH SOLID STEEL PIN.
- PK DENOTES A PARKER-KALAH CONCRETE NAIL.
- ▨ DENOTES VACATED RIGHT OF WAY.

NOTE: A NORTH BEARING ON THIS PROPERTY MAP IS GRID NORTH AS BASED UPON THE MINNESOTA COORDINATE SYSTEM, SOUTHERN ZONE.

COUNTY SURVEYORS PROJECT NO. 3018
MAP AUTHORIZED BY THE BOARD OF HENNEPIN
COUNTY COMMISSIONERS.



Kenilworth Trail

RESOLUTION NO. 46R1-HCRRRA-98

The following resolution was offered by Commissioner Andrew, seconded by Commissioner Stenglein:

WHEREAS, the Hennepin County Regional Railroad Authority (HCRRRA) owns property known as the Kenilworth Corridor running between the 29th Street Rail Corridor and the Burlington Northern Santa Fe (BNSF) main line north of Cedar Lake; and

WHEREAS, the City of Minneapolis (City) desires to construct a recreational trail between the proposed 29th Street Greenway Trail and the existing Cedar Lake Trail; and

WHEREAS, the City desires to enter into a permit agreement with the HCRRRA for the purpose of constructing and maintaining a recreational trail in the Kenilworth Corridor,

BE IT RESOLVED, that Permit Agreement 73-31016 with the City of Minneapolis for recreational trail purposes, which includes standard Hennepin County liability language, be approved, and that the Chair be authorized to sign the Agreement on behalf of the Authority.

The question was on the adoption of the resolution and there were 7 YEAS and 0 NAYS as follows:

BOARD OF COMMISSIONERS
HENNEPIN COUNTY REGIONAL
RAILROAD AUTHORITY

	<u>YEA</u>	<u>NAY</u>	<u>OTHER</u>
Mike Opat	<u>X</u>	_____	_____
Mark Stenglein	<u>X</u>	_____	_____
Mark Andrew	<u>X</u>	_____	_____
Peter McLaughlin	<u>X</u>	_____	_____
Randy Johnson	<u>X</u>	_____	_____
Penny Steele	<u>X</u>	_____	_____
Mary Tambornino, Chair	<u>X</u>	_____	_____

RESOLUTION ADOPTED AUGUST 18, 1998

ATTEST:


Mark Andrew, Secretary

000091

APPROVED BY CITY COUNCIL
JUN 12 1998

City Clerk
Agreement No. 73-31016

Parcel 73-31016

**PERMIT AGREEMENT
KENILWORTH TRAIL**

~~73-31016~~
73-31016

THIS AGREEMENT, entered into by and between the HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY, a Minnesota political subdivision, ("Permitter"), and the City of Minneapolis ("Permittee") a political subdivision.

WITNESSETH:

WHEREAS, the Hennepin County Regional Railroad Authority (Permitter) has invested in a transportation corridor between the City of Hopkins and the City of Minneapolis known as the Hopkins to Minneapolis Corridor (Corridor), principally for the purpose of implementing Light Rail Transit (LRT) and other permitted future transportation uses; and

WHEREAS, a portion of the Corridor extends from the westerly limits of the City of Minneapolis to downtown Minneapolis (the Kenilworth Route).

WHEREAS, the City of Minneapolis (Permittee) has applied and received approval for an ISTEA grant for construction of a bicycle trail (the Kenilworth Trail) within the Minneapolis portion of the Permitter Corridor as more fully set forth in the Kenilworth Trail plan dated October 23, 1997. The Kenilworth trail plan extends north from the 29th Street Greenway to the Cedar Lake Trail. Both the 29th Street Greenway and the Cedar Lake Trail are Permittee's trails also located by permit on Permitter's right of way which has been acquired for future LRT and other permitted transportation uses.

WHEREAS, the Soo Line Railroad Company and Twin Cities and Western Railroad Company have railroad operating rights over Permitter owned tracks located on the Kenilworth Route.

WHEREAS, the Permittee and Permitter desire to enter into an agreement for the use of the Kenilworth Route for trail purposes jointly with use of the Corridor for rail traffic and future LRT and other transportation purposes.

In consideration of the covenants by and between the parties, IT IS HEREBY AGREED:

1. PREMISES

Permitter hereby agrees to grant certain rights and benefits to Permittee hereinafter described with regard to that certain real property located in the City of Minneapolis, Minnesota,

described as follows:

Hennepin County Regional Railroad Authority property, marked in green, as shown on the construction plans for the Kenilworth Trail and attached hereto as, Exhibit "A"

The said real estate shall be hereinafter described as the "Premises."

2. USES

The Premises shall be for the temporary use of Permittee, its agents, officers, employees, and invitees for trail purposes and for all uses and requirements necessary to the enjoyment of the Premises for said uses. Permittor reserves the right to limit, reject or refuse to permit the use of the Premises by Permittee or any assignees for any purpose which Permittor, in its sole discretion, deems inappropriate or incompatible with its future use of the Premises or the operations of any railroad operating on the right of way adjacent to the Premises. Permittee shall submit any proposed development or other physical alterations to the Premises to Permittor to determine its acceptability to Permittor prior to contracting any obligations or commitments in connection therewith.

3. TERM

The term of this Permit shall be for an indefinite period, commencing on execution of this Agreement by the Chair of the Hennepin County Regional Railroad Authority until termination in accordance with Paragraph 4.

4. TERMINATION

Either party may at any time terminate this permit by giving ninety (90) days' written notice of its intention to do so. Such notice may be served upon the Hennepin County Regional Railroad Authority by delivering a copy thereof to the Executive Director of the principal office in the Hennepin County Government Center, Minneapolis, Minnesota 55487, or by depositing the same in the United States Post Office directed to the Executive Director of the principal office. Such notice may be served on the Director, Transportation Division, Minneapolis Department of Public Works, City of Minneapolis, by delivering a copy thereof to room 233, City Hall, 350 South Fifth Street, Minneapolis, MN 55415. Except as provided herein, this agreement may not be terminated or revoked by either party hereto.

5. TEMPORARY NATURE OF USE

Permittee acknowledges that the Premises was acquired by Permittor specifically and solely for the purpose of constructing a light rail transit system or other permitted transportation uses and its associated facilities and that it is Permittor's intention to allow Permittee to use the Premises only until, in Permittor's sole discretion, it is needed for that purpose. Nothing in this Permit shall be deemed to evidence any change by Permittor of its intended use of the Premises for light rail transit purposes or

other permitted transportation uses. Rather, Permitter has agreed to the terms of this Permit to provide a temporary use for the Premises during the time required for further planning and development of the light rail transit system or other permitted transportation uses.

6. RIGHTS UPON TERMINATION

On the expiration of ninety (90) days after such service of said notice, this Permit and all rights hereunder shall thereupon terminate and be at an end, saving and excepting such rights and obligations as may have accrued to either party hereunder prior to such termination. Permittee shall, without further notice or demand, deliver possession of the Premises to the Permitter at the expiration of said ninety (90) days and shall, before the expiration of said ninety (90) days, remove all buildings and property placed upon the Premises which it may desire and have the right to remove. If it shall fail to remove all buildings its right shall, at the option of the Permitter, cease and Permittee's interest thereto shall be forfeited and at the same time shall belong to Permitter or, in such case, if the Permitter shall elect, it may, at any time after the expiration of said period of ninety (90) days, tear down and/or remove any or all such buildings and property at the expense of Permittee without any liability for damages thereof in any respect whatsoever, and Permittee shall there upon promptly reimburse Permitter for all expenses incurred by it in doing so.

7. RENT

Upon such termination of this permit, rent shall be paid by the Permittee to the date of termination fixed by said notice at the rate of \$1.00 per year.

8. OTHER USERS

Permittee hereby acknowledges the presence and use of the adjacent property for railroad purposes by the Soo Line Railroad Company and other users, including without limitation, Permitter and the Twin Cities and Western Railroad. Permittee agrees to coordinate activities with the adjacent railroad use to avoid disrupting or otherwise adversely affecting continued railroad use.

9. SIGNAGE

Permittee shall maintain signage identifying the Hennepin County Regional Railroad Authority as the owner of the Premises and that the Premises are reserved for light rail transit or other future transportation uses. Any such signage must receive the prior approval of Permitter.

10. NUISANCE

Permittee shall not permit the existence of any nuisance on said Premises. Permittee, at all times, shall keep said Premises clean and shall comply with all laws, ordinances and regulations respecting Permittee's business and use and occupation of said Premises. Permittee, at its sole cost, shall

make any and all improvements, alterations, repairs and additions and install all appliances required on said Premises by or under any such regulations, ordinances or laws. No bills, posters or advertising matter of any kind shall be posted on said Premises; provided, however, that Permittee may post on appropriate structures, informational materials relating to the permitted uses. Permittee shall use all reasonable precautions to prevent any waste, injury, death or property damage and shall modify, repair or replace any railings, pathways or other improvements on the Premises when necessary. This provision may be enforced by and runs to the benefit of only the Permitter, its successors and assigns. The Permittee does not, in any way, waive any of the immunity provided by Minnesota Statutes, Chapter 466 or by other law.

11. UTILITIES, TITLE

Permittee accepts said Premises subject to the rights of any person, firm or corporation, including the Permitter in and to any existing water, sewer, gas, electrical power, telephone, telegraph and/or other wires, poles and facilities of any kind whatsoever, whether or not of record, and should it at any time become necessary, because of Permittee's use of the Premises, to relocate any of said utilities or facilities by reason of this Permit, Permittee shall bear and pay the cost of so doing.

Permittee also accepts said Premises subject to any want or failure at any time of Permitter's title to said Premises or any part thereof and Permittee shall assume any damages sustained by Permittee in connection therewith. Permittee also accepts such Premises subject to rights of any party, including Permitter, in and to any existing roadways and easements, leases and permits, whether or not granted, at Permitter's sole discretion, either prior to or after the date of this Permit Agreement. Provided, however, that the Permitter shall not grant an easement, lease or permit after the date of this Agreement which substantially impairs the intended use of this permit (except as provided in Paragraph 4). Permittee agrees to provide to Permitter, or other tenants of Permitter, access over and through the Premises on these roadways and easements should such access be deemed necessary by Permitter. Permittee accepts said Premises subject to the right of Permitter, its employees, agents and contractors to walk upon said Premises to repair adjacent property and the right of Permitter, its employees, agents, and contractors to temporarily place equipment upon the property at Permitter's own responsibility and risk for the purpose of maintaining, repairing or inspecting or constructing upon Permitter's adjacent property.

12. INDEMNIFICATION

Permittee shall defend, indemnify and hold harmless the Permitter, its Commissioners, officers, agents, volunteers, and employees from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, resulting directly or indirectly from any act or omission of the Permittee, its agents, anyone directly or indirectly employed by them, customers, invitees, other occupiers of the Premises and/or anyone for whose acts and/or omissions they may be liable.

Permitter shall not be liable to Permittee or those claiming by, through, or under Permittee

for any injury, death or property damage occurring in, on, or about the Premises based upon the construction, operation on, use, or maintenance of the Premises by Permittee (including those liabilities related to railroad operations adjacent to the Premises), nor for any loss or damage by reason of the present or future condition of repair of the Premises, or for the loss or damage arising from the acts or omissions of Permittee, its agents, anyone directly or indirectly employed by them, customers, volunteers, invitees, or other occupiers of the Premises.

Nothing is intended or should be construed as creating or establishing Permittee or Permittee's contractors, agents, employees, customers, invitees, volunteers, or other occupiers of the Premises as copartners, agents, representatives or employees of the Permitter.

Permittee represents that it has or will secure at its own expense all personnel, consultants, volunteers or other persons necessary for its use of the Premises. Any and all personnel, consultants, volunteers, or other persons used by Permittee shall have no contractual relationship with the Permitter and shall not be considered employees of the Permitter. Any and all claims that may or might arise under the Unemployment Compensation Act or the Workers Compensation Act of the State of Minnesota on behalf of said personnel, consultants, volunteers, or other persons arising out of employment or alleged employment, including, without limitation, claims of discrimination against Permittee, its officers, agents, contractors, or employees shall in no way be the responsibility of the Permitter. Permittee shall defend, indemnify and hold the Permitter, its Commissioners, officers, agents, and employees harmless from any and all such claims irrespective of any determination of any pertinent tribunal, agency, board, commission, or court. Such personnel or other persons shall neither require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the Permitter, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers Compensation, Unemployment Insurance, disability, severance pay and PERA.

13. INSURANCE

The Permittee represents that it has a program of risk management for managing its potential liability and is certified as a self insurer for the purposes of Minnesota Statute; Chapter 65B. The City agrees that it shall be responsible for its losses pursuant to law, will maintain a program of risk management, and a program of self insurance when such self insurance is required by law.

14. COVENANTS

Permittee, in consideration of the permitting of the said Premises, as herein provided, hereby covenants and agrees to pay the rent therefor promptly, as above provided, and fully to abide by and perform all and singular the conditions, covenants and agreements herein contained and to be observed and performed by said Permittee, and to yield up said Premises unto the Permitter at the expiration or termination of this Permit Agreement in as good conditions as when entered upon.

15. QUIET ENJOYMENT

Permitter has the right and authority to enter into this agreement, and if Permittee pays the rent required hereby and otherwise performs the terms hereof to be performed by Permittee, Permittee shall, during the term hereof, be entitled to quiet enjoyment and possession of the Premises subject to the termination provisions hereof and the close proximity of the premises to railroad operations. Notwithstanding the foregoing, Permittee further acknowledges that the rights provided to it by virtue of the Permit are subject to the provisions of Paragraph 11 and as otherwise limited by the terms of this Permit.

16. WAIVER

No receipt of money by Permitter from Permittee after any default by Permittee, or after the expiration of this Permit or after the service of any notice or after the commencement of any suit or after final judgment for possession of said Premises, shall waive such default or reinstate, continue or extend the term of this Permit or affect any such notice or suit, as the case may be. No waiver of any default of Permittee shall be implied from omission by Permitter to take any action on account of such default, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated.

17. BREACH

It is further agreed between the parties hereto that if the said Permittee shall breach or make default in any of the conditions, covenants or agreements of this Permit, which breach or default shall continue for fifteen (15) days after Permittee's receipt of written notice thereof from Permitter, then it shall be lawful for the Permitter, then, or at any time thereafter, to declare this Permit ended, and to reenter said Premises and take possession thereof, with or without process of law, and to use any reasonable or necessary lawful force for regaining possession; whereupon the rights and obligations of the parties shall be the same as above-specified in the case of termination at the end of ninety (90) days notice; and it is hereby further agreed and provided that any waiver at any time of a breach of any condition, covenant or agreement of this Permit shall extend only to the particular breach so waived and shall, in no manner, impair or affect the existence of such condition, covenant, or agreements, or the right of Permitter thereafter to avail itself of same and any subsequent breach thereof. In the event Permitter has to take action for repossession of said property, Permittee, its assigns, or heirs, shall be liable for reasonable attorney's fees incurred by Permitter.

18. ASSIGNMENT

The benefits and obligations of this Permit shall extend to and shall bind the heirs, administrators, executors, leases, successors, or assigns of the parties hereto, but no interest in this Permit shall be assigned, nor said Premises or any part thereof shall be subpermitted, used, or occupied by any party other than the Permittee unless specifically stated herein. Permitter reserves the right to review and revise the rental applicable to this Permit upon any change in the status of this Permit, the Permittee, or person occupying in the Premises, during the term of this Permit or any renewal thereof.

19. IMPROVEMENTS, MAINTENANCE, LIENS AND ENCUMBRANCES

Permittee shall be responsible for the construction of all improvements necessary to its use of the Premises and shall be responsible for the maintenance of said Premises, and all trail operations on the Premises. Permittee shall also be responsible for the construction of all bridges and crossings deemed necessary for Permittee to provide for any trails on the Premises or to otherwise use the Premises. Construction plans shall be submitted to the Authority for review and comment. Authority reserves the right to reject any plans for construction proposed by Permittee on the grounds, in Authority's sole discretion, that said plans are inappropriate or incompatible with its future use of the Premises or with the operations of any railroad operating on the right of way adjacent to the Premises.

Permittee shall not permit any liens or encumbrances to be established or to remain against the Premises. Liens or encumbrances for purposes of this section mean any mortgage, pledge, security interest, lien, or encumbrance on (or affecting) any portion of the Premises, including, without limitation, tax liens or encumbrances and liens or encumbrances with respect to work performed or equipment or material furnished in connection with Permittee's use of the Premises.

20. ENVIRONMENTAL CONCERNS

Permittee shall not create or permit any condition on the Premises that could present a threat to human health or to the environment. Permittee shall bear the expense of all practices or work, preventative, investigative or remedial, which may be required because of any conditions of the Premises introduced by Permittee, assignees or invitees during Permittee's period of use, including conditions introduced by Permittee, assignees, or invitees which affect other lands. Permittee expressly agrees that the obligations it hereby assumes shall survive cancellation of this Permit. Permittee agrees that statutory limitation periods on actions to enforce these obligations shall not be deemed to commence until Permittor discovers any such health or environmental impairment, and Permittee hereby knowingly and voluntarily waives the benefits of any shorter limitation period.

Permittor shall have the right, but not the duty, to enter upon the Premises from time to time as set forth below to inspect the Premises for environmental contamination and in the course thereof to conduct soil and groundwater testing and to perform environmental investigation, remediation or mitigation. Permittor may enter the Premises during regular business hours of Permittee without prior notice, and may enter the Premises during periods other than regular business hours either with prior written consent of Permittee or without if Permittor reasonably believes that an emergency exists on the Premises. Permittor shall conduct any such inspections or testing so as to minimize interference with Permittee's operations. Permittor's entry on to the Premises pursuant to this paragraph shall not relieve the Permittee's obligation to pay rent under this Permit.

In addition to the foregoing provisions of this Paragraph 20, and in exchange for the rights and privileges granted in this Permit Agreement, Permittee hereby agrees to bear the expense of all practices or work, preventative, investigative or remedial necessary to comply with all federal, state, local and other governmental statutes, rules and regulations necessary for Permittee's use of the

Premises for trail and park purposes regarding any hazardous waste, pollutant, contaminant or petroleum related material on the Premises regardless of whether or not the same was present on the Premises before or after the commencement of this Permit Agreement. Further, Permittee agrees to defend, indemnify and hold harmless Permittor, its Commissioners, officers, agents and employees from any liability, claims, demands, personal injury, costs, judgments, or expenses, including reasonable attorney's fees arising from exercise of the rights granted by this Permit Agreement and resulting from the presence of any hazardous waste, pollutant, contaminant or petroleum related material on the Premises regardless of whether or not the same was present on the Premises before or after the commencement of this Permit Agreement. Permittee expressly agrees that the obligations it hereby assumes shall survive the cancellation of this Permit. The Permittee agrees to immediately notify the Permittor of any environmental concerns that arise during the construction or operation of the trail.

21. COMPLIANCE WITH LAWS, ORDINANCES AND RULES

Permittee agrees to comply with all laws, ordinances, and regulations of federal, state, municipal, and local government agencies as they apply to use of the Premises.

22. CONDITION OF PREMISES INSPECTION

Permittee accepts the Premises in an "AS IS CONDITION" with no express or implied representations or warranties by Permittor as to the physical condition or fitness or suitability for any particular purpose, express or implied. Permittee is responsible for and has had ample opportunity to inspect the Premises, is familiar with the same, and has determined to its satisfaction the fitness of the Premises for its intended use.

Permittee acknowledges and assumes all risks associated with the location of the Premises and its proximity to the railroad right of way adjacent to the Premises and to any railroad operations by any railroad company thereon, including without limitation, the Soo Line Railroad Company and the Twin Cities and Western Railroad Company, and shall defend, indemnify and hold harmless Permittor, its Commissioners, officers, agents, volunteers, and employees from and against, any and all liability, claims causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees related to the same.

23. RAILROAD OPERATIONS

Permittee agrees that the rights contained in this Permit Agreement are subject to and subordinate to the rights granted and contained in any agreements entered into by Permittor as to railroad operations over right of way adjacent to the Premises, including without limitation, agreements with the Soo Line Railroad Company, Twin Cities and Western Railroad and the Chicago and North Western Transportation Company whether or not entered into on or after the commencement of this Permit Agreement. Permittee shall comply with all rules and regulations in regards to railroad operations on the right of way, including without limitation, those regarding safety. This Permit and all provisions thereof

shall be subject to revision at any time if made necessary by any order or finding of the Surface Transportation Board or state authorities having jurisdiction over railroad operations.

Without limiting the foregoing, Permittee agrees that the rights contained in this Agreement are subject to and subordinate to the rights granted in the Trackage Rights Agreement between Soo Line Railroad Company, Twin Cities and Western Railroad Company and Hennepin County Regional Railroad Authority entered into on August 10, 1998, Contract No. A18158, and Permittee agrees to be bound by the terms therein regarding the Kenilworth Trail including without limitation those contained in Sections 4.5 and 4.8. A copy of the Trackage Rights Agreement is attached hereto as Exhibit "B" and made a part of this agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Permit Agreement as of _____, 199____.

Approved as to form:

[Signature]
Assistant County Attorney
Date: 8/19/98

Cory M. Conover
Attorney for City of Minneapolis
Date: 9/28/98

Approved as to execution:

[Signature]
Assistant County Attorney
Date: 10/6/98

Cory M. Conover
Attorney for City of Minneapolis
Date: 9/28/98

**HENNEPIN COUNTY REGIONAL
RAILROAD AUTHORITY**

By: Mary Imbharinis
Chair, Board of Commissioners

And: [Signature]
Executive Director

CITY OF MINNEAPOLIS

[Signature]
Mayor
Date: Oct 1, 1998

[Signature]
City Finance Officer
Date: 10/5/98

ATTESTED BY:

[Signature]
Assistant City Clerk
Date: 10/1/98

MINNESOTA DEPARTMENT OF TRANSPORTATION
MINNEAPOLIS DEPARTMENT OF PUBLIC WORKS

CONSTRUCTION PLAN FOR GRADING, AGGREGATE BASE, BITUMINOUS SURFACING,
BRIDGE NO. 27A43 MODIFICATIONS, FENCING, RETAINING WALL, SIGNING AND STRIPING

KENILWORTH TRAIL
STATE PROJECT NO. 141-090-05

LOCATED ON CANADIAN PACIFIC RAILROAD CORRIDOR
FROM 29TH STREET GREENWAY TO CEDAR LAKE TRAIL

GROSS LENGTH 2,376.00 METERS 2.376 KILOMETERS
BRIDGES-LENGTH 29.89 METERS 0.029 KILOMETERS
EXCEPTIONS-LENGTH 0 METERS 0 KILOMETERS
NET LENGTH 2,376.00 METERS 2.376 KILOMETERS

END S.P. 141-090-05
STA. 3+350.15



BEGIN S.P. 141-090-05
STA. 0+974.15

BRIDGE NO. 27A43

S.P. 141-090-05
KENILWORTH TRAIL

DESIGN DESIGNATION	
FUNCTIONAL CLASSIFICATION	N/A
NO. OF TRAFFIC LANES	N/A
NO. OF PARKING LANES	N/A
STRUCTURAL DESIGN	N/A
R-VALUE	N/A
DESIGN SPEED	30 km/h
STOPPING SIGHT DISTANCE BASED ON:	
HEIGHT OF EYE	1400 mm
HEIGHT OF OBJECT	0 mm
ADT (CURRENT YEAR) (1996)	N/A
ADT (FUTURE YEAR) (2016)	N/A
EN18	N/A

DESIGN SPEED NOT ACHIEVED AT:
STA. 0+976.831 TO STA. 0+996.869 (STOP CONDITION)

HENNEPIN COUNTY

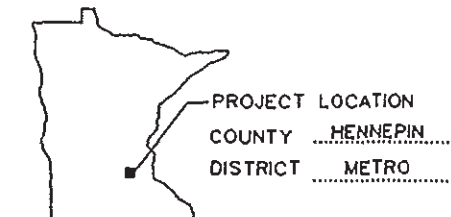
KENILWORTH TRAIL
S.P. 141-090-05

EXHIBIT A



PLAN	250
PROFILE	250 HORIZ. VERT.
INDEX MAP	1000
GENERAL LAYOUT	1000
X-SECTION	2 HORIZ. VERT.

ALL DIMENSIONS ARE IN METRIC UNLESS NOTED OTHERWISE



PLAN REVISIONS		
DATE	SHEET NO.	APPROVED BY
2-6-98	5,8-10,24,28,29,31-33,38,39	DJJ

MINN. PROJ. NO. 141-090-05 TEAF 2797(031)

GOVERNING SPECIFICATIONS

THE 1995 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION
"STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN

INDEX

SHEET NO.	SHEET DESCRIPTION
1	TITLE SHEET
2-3	GENERAL LAYOUT
4	STATEMENT OF ESTIMATED QUANTITIES
5	CONSTRUCTION/SOILS NOTES, STD. PLATES
6	EARTHWORK SUMMARY
7	SIGN AND RETAINING WALL TABULATION
8-10	TYPICAL SECTIONS
11-17	MISCELLANEOUS DETAILS
18-19	BRIDGE MODIFICATION DETAILS
20-23	ALIGNMENT TABULATION
24-39	PLAN AND PROFILE
40-44	EROSION CONTROL DETAILS
45-57	CROSS SECTION SHEETS

THIS PLAN CONTAINS 57 SHEETS.

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR
UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED
PROFESSIONAL LANDSCAPE ARCHITECT UNDER THE LAWS OF THE
STATE OF MINNESOTA.

L. ARCH.
Reg. No. Date

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR
UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED
PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

ENGR.
Reg. No. Date

SRE CONSULTING GROUP, INC.

Recommended
for Approval 19
MINNEAPOLIS DEPT. OF PUBLIC WORKS

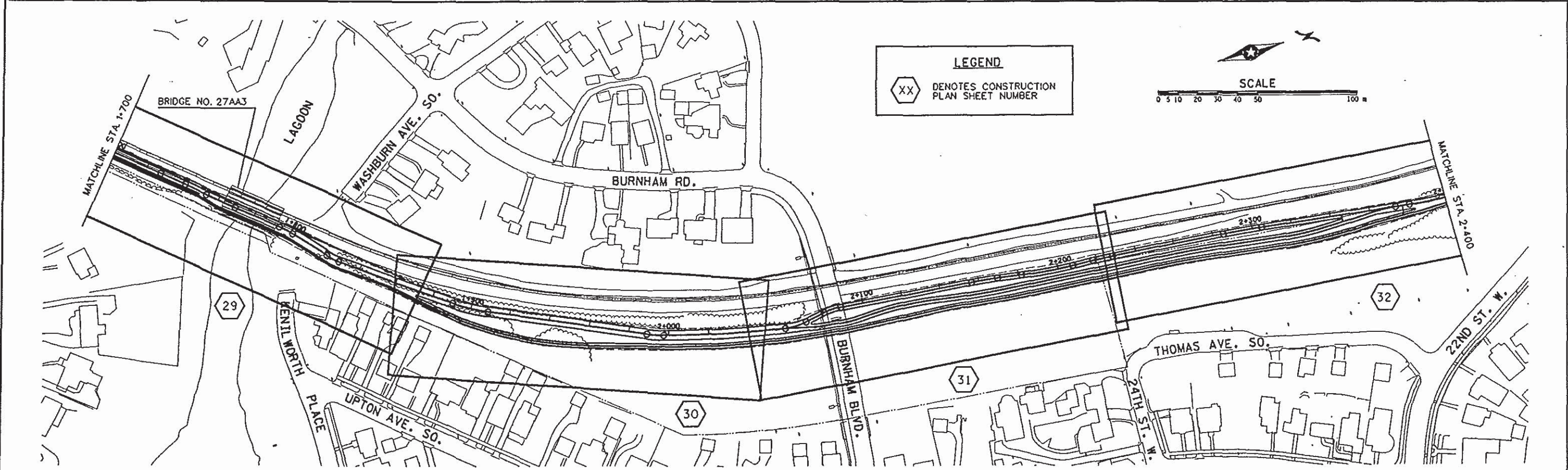
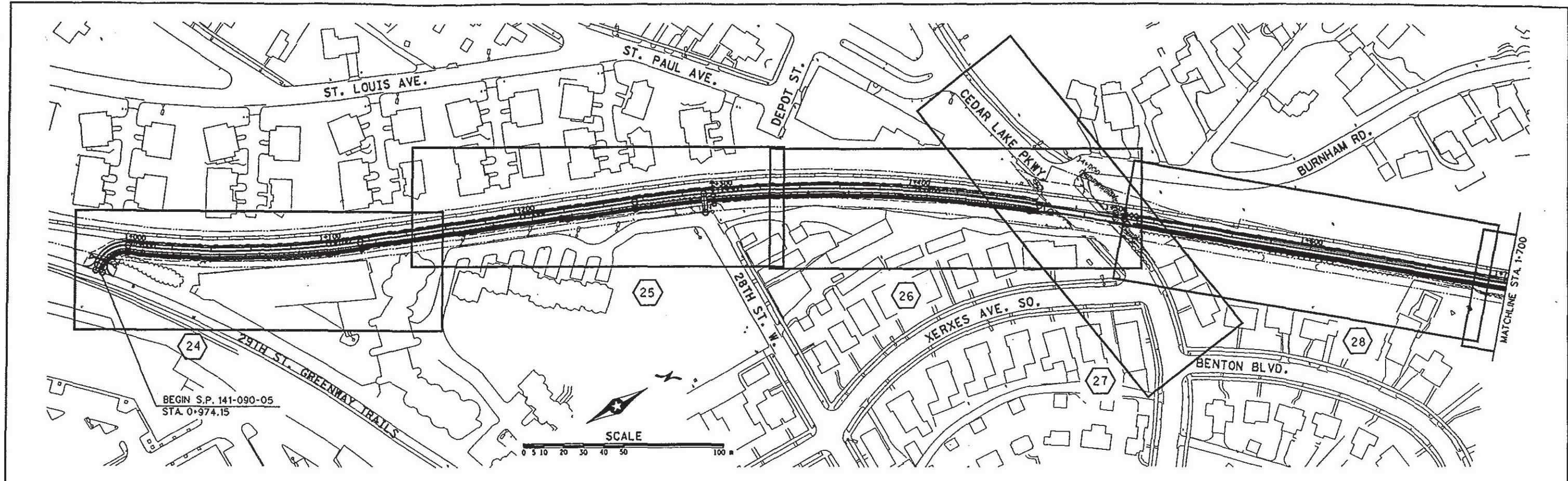
Recommended
for Approval 19
METRO - ASSISTANT DIVISION ENGINEER - STATE AID

Recommended
for Approval 19
STATE BRIDGE ENGINEER

Approved for
State Aid Division 19
STATE AID ENGINEER

I HEREBY CERTIFY THAT THE FINAL REVISIONS, IF ANY, OF THIS PLAN
WERE MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A
DULY REGISTERED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE
OF MINNESOTA.

DATE REG. NO.



NO.	DATE	BY	CHKD	APPR	REVISION
1	01/13/97	GLY			



I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the laws of the State of Minnesota.

[Signature]
Date 10-23-97 Reg. No. 23409

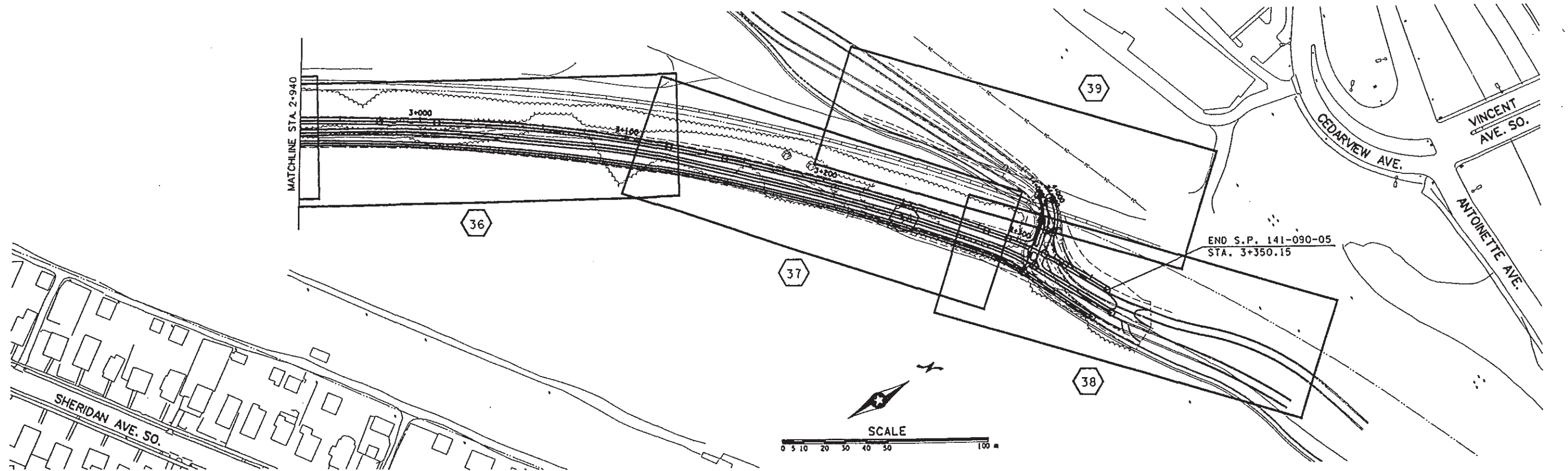
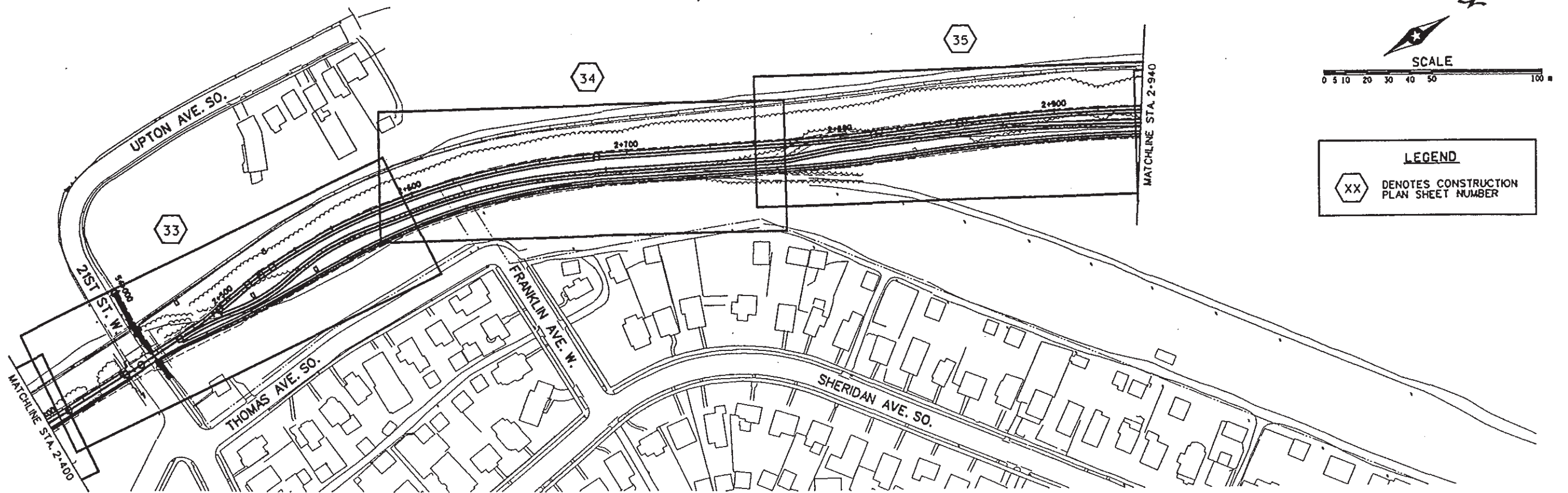
STATE PROJECT NO.
141-090-05
CITY PROJECT NO.
XXX

DRAWN BY
M. MCGARVEY
DESIGNED BY
M. MCGARVEY
CHECKED BY
R. LEWIS
DATE
6-97
7-97
COMM. NO.
0972599

SRF CONSULTING GROUP, INC.

CITY OF MINNEAPOLIS
GENERAL LAYOUT
KENILWORTH TRAIL
STA. 0+974.15 TO STA. 2+400

SHEET
2
OF
57



1	8-31-98	MO	SGB	DJJ	REVISE CEDAR LAKE TRAIL CONNECTION
NO.	DATE	BY	CHKD	APPR	REVISION
NAME: GL3 589.PLN DATE: Sep. 2, 1998					



I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the laws of the State of Minnesota.

David J. Sullivan
Date: 10-1-98 Ref. No. 13409

STATE PROJECT NO.
141-090-05
CITY PROJECT NO.
XXX

DRAWN BY DATE
M. MCGARVEY 6-97
DESIGNED BY
M. MCGARVEY 6-97
CHECKED BY
B. LEWIS 7-97
COMM. NO.
0972590



CITY OF MINNEAPOLIS
GENERAL LAYOUT
KENILWORTH TRAIL
STA. 2+400 TO STA. 3+350.15

SHEET
3
OF
57

STATEMENT OF ESTIMATED QUANTITIES							
NOTES	ITEM NO.	ITEM DESCRIPTION	UNIT	TRAIL	STORM SEWER	TOTAL PROJECT	
				QUANTITIES	QUANTITIES	QUANTITIES	QUANTITIES
				ESTIMATED	ESTIMATED	ESTIMATED	FINAL
GRADING:							
	2021.501	MOBILIZATION	LUMP SUM	1.0		1	
	2101.501	CLEARING	ha	0.9		0.9	
	2101.506	GRUBBING	ha	0.9		0.9	
	2104.501	REMOVE GUARDRAIL	m	38		38	
	2104.503	REMOVE CONCRETE DRIVEWAY PAVEMENT	m ²	27		27	
	2104.503	REMOVE CONCRETE PAVEMENT	m ²	32		32	
	2104.513	SAWING BITUMINOUS PAVEMENT	m	50		50	
	2104.503	REMOVE BITUMINOUS PAVEMENT	m ²	2060		2060	
	2104.523	SALVAGE SIGN PANEL TYPE C	EACH	8		8	
	2104.607	SALVAGE AGGREGATE BASE CLASS 3	m ³	70		70	
	2105.501	COMMON EXCAVATION	m ³	(P) 3445		3445	
	2105.507	SUBGRADE EXCAVATION	m ³	(P) 4943		4943	
	2105.525	TOPSOIL BORROW (CV)	m ³	840		840	
PAVING:							
	2211.503	AGGREGATE BASE (CV) CLASS 3	m ³	2390		2390	
1	2340.508	TYPE 31 WEARING COURSE MIXTURE	t	2155		2155	
	2331.503	RUMBLE STRIPS	m	350		350	
	2521.501	100 mm CONCRETE WALK	m ²	60		60	
	2531.602	PEDESTRIAN CURB RAMP	EACH	1		1	
STORM SEWER:							
	2501.515	450 mm RC PIPE APRON	EACH		2	2	
	2501.502	TRASHGUARD FOR 450 mm PIPE APRON	EACH		2	2	
	2503.541	450 mm RC PIPE SEWER OBS. 3000 CLASS III	m		15	15	
BRIDGE:							
	2104.501	REMOVE METAL PIPE RAILING	m	29		29	
	2104.503	REMOVE TIMBER DECK	m ²	(P) 200		200	
	2104.521	SALVAGE CHAIN LINK FENCE	m	70		70	
	2402.583	ORNAMENTAL RAILING TYPE SPECIAL	m	(P) 41		41	
	2403.502	TREATED TIMBER	m ³	10.200		10.2	
	2403.506	HARDWARE	kg	(P) 300		300	
	2403.604	GLUED LAMINATED DECK PANELS	m ²	(P) 194		194	
	2557.501	WIRE FENCE DESIGN SPECIAL VINYL COATED	m	(P) 29		29	
SIGNING & STRIPING:							
	2563.501	TRAFFIC CONTROL	LUMP SUM	1		1	
	2564.531	SIGN PANELS TYPE C	m ²	14		14	
	2564.602	INSTALL SIGN PANEL TYPE C	EACH	8		8	
	2564.602	PAVEMENT MESSAGE (THRU ARROW) PAINT	EACH	48		48	
9	2564.602	PAVEMENT MESSAGE (TYPE B)	EACH	26		26	
9	2564.602	PAVEMENT MESSAGE (TYPE C)	EACH	11		11	
	2564.603	100 mm SOLID LINE WHITE-PAINT	m	300		300	
	2564.603	100 mm DOUBLE SOLID LINE WHITE-PAINT	m	360		360	
	2564.603	100 mm BROKEN LINE YELLOW-PAINT	m	490		490	
	2564.604	ZEBRA CROSSWALK WHITE - PAINT	m ²	105		105	
	2565.616	PEDESTRIAN CROSSWALK FLASHER SYSTEM	SYSTEM	1		1	
LANDSCAPING AND TURF ESTABLISHMENT:							
	2411.604	MODULAR BLOCK RETAINING WALL	m ²	28		28	
7	2557.503	WOODEN FENCE	m	600		600	
5	2573.501	BALE CHECK	EACH	30		30	
5	2573.502	SILT FENCE, TYPE HEAVY DUTY	m	5400		5400	
	2573.501	SEEDING	ha	(P) 0.8		0.8	
2	2575.502	SEED MIXTURE 25A	kg	9		9	
6	2575.502	SEED MIXTURE 30A	kg	50		50	
8	2573.502	SEED MIXTURE SPECIAL	kg	3.0		3	
	2575.525	EROSION STAB BLANKET TYPE SYNTHETIC	m ²	340		340	
	2575.505	SODDING TYPE LAWN	m ²	8760		8760	
3	2575.511	MULCH MATERIAL TYPE 1	t	3.6		3.6	
	2575.519	DISK ANCHORING	ha	0.8		0.8	
	2575.532	COMMERCIAL FERTILIZER ANALYSIS 6-24-24	kg	336		336	

NOTES:

- 1) 60kg/m² 25 mm USED TO DETERMINE TONS OF MATERIAL
- 2) BASED ON 50 kg / ha APPLICATION RATE
- 3) BASED ON 4.5t / ha APPLICATION RATE
- 5) PROVIDED FOR USE AS DIRECTED BY THE ENGINEER FOR EROSION CONTROL
- 7) SPLIT RAIL FENCE
- 8) BASED ON 48.3 kg/ha APPLICATION RATE
- 9) PAINT

1	2-10-98	MRT	DJJ	DJJ	REVISE QUANTITIES PER MN/DOT COMMENTS
2	8-31-98	MCI	SCB	DJJ	REVISE CEDAR LAKE TRAIL CONNECTION

NO	DATE	BY	CHKD	APPR	REVISION
NAME: SEQ1589.PLN	DATE: Sept. 2, 1998	TIME: 10:05:42			



I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the laws of the State of Minnesota.

David J. Kelly
Date: 10-1-98 Ref. No. 13409

STATE PROJECT NO.
141-090-05
CITY PROJECT NO.
XXX

DRAWN BY DATE
M. MCCARVEY 6-97
DESIGNED BY
M. MCCARVEY 6-97
CHECKED BY
R. LEWIS 7-97
CONSULT. NO.
0972590

SRF CONSULTING GROUP, INC.

CITY OF MINNEAPOLIS
STATEMENT OF ESTIMATED QUANTITIES
KENILWORTH TRAIL

SHEET
4
OF
57

THE FOLLOWING STANDARD PLATES APPROVED BY THE DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION SHALL APPLY ON THIS PROJECT.

MN/DOT STANDARD PLATES	
PLATE NO.	DESCRIPTION
M7036 D	PEDESTRIAN CURB RAMP
M7100 G	CONCRETE CURB AND GUTTER
M8111C	TRAFFIC SIGNAL BRACKETING
M8112C	PEDESTAL FOUNDATION
M8114A	PVC HANDHOLE/PULLBOX
M8122C	PEDESTAL AND PEDESTAL BASE
M3000L	REINFORCED CONCRETE PIPE
M3100G	CONCRETE APRON FOR REINFORCED CONCRETE PIPE
M8000I	STANDARD BARRICADES

CONSTRUCTION/SOILS NOTES

1. SUITABLE GRADING MATERIAL ON THIS PROJECT SHALL CONSIST OF ALL SOILS ENCOUNTERED WITH THE EXCEPTION OF SLOPE DRESSING, DEBRIS, ORGANIC MATERIAL, MUCK AND OTHER UNSTABLE MATERIAL.
2. OTHER GRADING MATERIAL ON THIS PROJECT SHALL CONSIST OF ALL SOILS ENCOUNTERED ON THIS PROJECT EXCEPT DEBRIS.
3. CLEARING AND GRUBBING SHALL BE RESTRICTED TO AREAS IDENTIFIED WITHIN THE GRADING LIMITS OF THE PROJECT.
4. BITUMINOUS SURFACING REMOVED BY CONSTRUCTION SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE DISPOSED OF OFF THE PROJECT, IN ACCORDANCE WITH THE PROVISIONS OF SPEC. 2104.3C3.
5. FINAL GRADED SURFACE (TOP OF THE GRADING SUBGRADE) IS DEFINED AS THE BOTTOM OF THE CLASS 5 AGGREGATE BASE AS SHOWN ON THE TYPICAL SECTIONS.
6. OTHER GRADING MATERIAL SHALL BE PLACED IN THE BERM AREAS OF THE GRADING LIMITS OF THE PROJECT OR AS DIRECTED BY THE ENGINEER.
7. COMPACTION OF THE GRADING PORTION OF THE PROJECT SHALL BE BY THE "QUALITY COMPACTION METHOD".
8. COMPACTION OF AGGREGATE BASE SHALL BE BY THE "QUALITY COMPACTION METHOD".
9. COMPACTION OF ALL BITUMINOUS MIXTURES SHALL BE BY THE "ORDINARY COMPACTION METHOD".
10. STRIP AND REUSE AS SLOPE DRESSING ALL EXISTING SLOPE DRESSING WHERE PRESENT IN AREAS TO BE DISTURBED BY CONSTRUCTION. ALL SUCH STRIPPING IS CONSIDERED TO BE COMMON EXCAVATION.
11. PLACE A MINIMUM OF 100 mm OF SLOPE DRESSING ON ALL AREAS DISTURBED BY CONSTRUCTION AND SCHEDULED FOR PERMANENT TURF ESTABLISHMENT.
12. TURF ESTABLISHMENT SHALL MEET THE REQUIREMENTS OF SPEC. 2575.
13. SEEDING REQUIREMENTS ON THIS PROJECT ARE AS FOLLOWS:
 - APPLY SEED MIXTURE 30A TO DISTURBED AREAS DENOTED ON THE PLAN SHEETS.
 - APPLY SEED MIXTURE 25A TO THE AREA DISTURBED BY THE TEMPORARY TRAIL CONNECTION.
 - APPLY SEED MIXTURE SPECIAL TO THE SLOPE STABILIZATION AREA.
14. ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, INCLUDING FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS DATED APRIL 1995.

EARTHWORK SUMMARY ①

EXCAVATION CU. M (EV)	COMMON 3577 SUBGRADE 4943 ②
EMBANKMENT CU. M (CV)	SUITABLE GRADING MATERIAL 253 ②
EXCESS CU. M (EV)	SUITABLE GRADING MATERIAL 1662
BORROW CU. M (CV)	TOPSOIL BORROW 840.0

- ① 130% SHRINKAGE FACTOR USED FROM EXCAVATED VOLUME (EV) TO COMPACTED VOLUME (CV). 150% SHRINKAGE FACTOR USED FROM LOOSE VOLUME (LV) TO COMPACTED VOLUME (CV). SHRINKAGE FACTORS ARE ASSUMED VALUES, USED ONLY FOR THE PURPOSES OF ESTIMATING QUANTITIES. IT SHALL BE UNDERSTOOD THAT NO WARRANTY IS MADE OR IMPLIED AS TO THE ACCURACY, SUFFICIENCY, OR RELIABILITY OF THESE SHRINKAGE FACTORS.
- ② ALL EXCESS MATERIAL SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE DISPOSED OF IN ACCORDANCE WITH THE PROVISIONS OF 2105.30 AND AS APPROVED BY THE ENGINEER.

1	2-6-98	WTA	MRT	DUJ	REVISE PER FEDERAL REVIEW
2	8-31-98	MCI	SCB	DUJ	REVISE CEDAR LAKE TRAIL CONNECTION

NO DATE BY CKD APPR REVISION
NAME: NP 589.PLN DATE: Sept. 2, 1998 TIME: 13:39:57



I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the laws of the State of Minnesota.
Date 10-1-98 Reg. No. 23489

STATE
PROJECT NO.

141-030-05

CITY PROJECT NO.
XXX

DRAWN BY DATE
N. MCGARVEY 6-97
DESIGNED BY
N. MCGARVEY 6-97
CHECKED BY
R. LEWIS 7-97
COMM. NO.
0972530



CONSULTING
GROUP, INC.

CITY OF MINNEAPOLIS
CONSTRUCTION/SOILS NOTES, STANDARD
PLATES AND EARTHWORK SUMMARY
KENILWORTH TRAIL

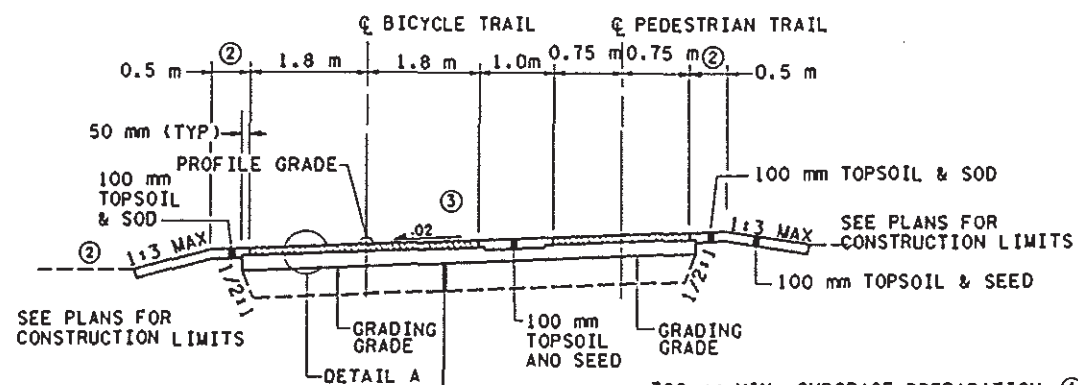
SHEET
5
OF
57

TYPE "C" SIGNS										
REFERENCE NO. OF INSTALLATION	NO. OF INSTALLATIONS	POSTS PER INSTALLATION (QUANTITY - TYPE)	LENGTHS OF POSTS (FT.)	Ⓢ MOUNTING HEIGHT (FT.)	SIGN PANEL SIZE (IN. X IN.)	SIGN PANEL AREA PER PANEL (SQ. M.)	TOTAL SIGN PANEL AREA (SQ. M.)	SIGN PANEL CODE NO.	SIGN PANEL LEGEND	NOTE(S)
S-1	12	1-U	8	4	12 x 12	0.09	1.08		STOP	
S-2	9	1-U	8	4	18" dia	0.16	1.44		TRAIL ENTRANCE (KENILWORTH)	
S-3	5	1-U	8	4	12 x 12	0.09	0.45		NO MOTOR VEHICLES	
S-4	2	1-U	8	4	4 x 18	0.05	0.10		CEDAR LAKE PARKWAY	
S-4	2	1-U	8	4	4 x 18	0.05	0.10		BURNHAM BLVD	
S-4	2	1-U	8	4	4 x 18	0.05	0.10		21ST STREET	
S-5	2	1-U	8	4	18" dia	0.16	0.32		TRAIL ENTRANCE (CEDAR LAKE TRAIL)	
S-6	6	1-U	8	4	12 x 12	0.09	0.54		STOP AHEAD	
S-7	1	1-U	8	4	18" dia	0.16	0.16		TRAIL ENTRANCE (29TH STREET GREENWAY)	
S-11	2	1-U	8	4	12" dia	0.07	0.14		RAILROAD CROSSING AHEAD	
S-12	4	1-U	8	4	30 x 30	0.58	2.32	W11-2A	PEDESTRIAN CROSSING	②
S-13	4	1-U	8	4	30 x 30	0.58	2.32	W11-2	PEDESTRIAN CROSSING AHEAD	
S-16	2	1-U	8	4	18" dia	0.16	0.32		28TH STREET EXIT	
S-21	4	1-U	8	4	12 x 12	0.09	0.36		TRAIL NARROWS	
S-22	3	1-U	8	4	12 x 18	0.14	0.42		KEEP RIGHT	
S-30	4	1-U	8	4	8.75" dia	0.04	0.16		DIRECTIONAL ARROW (STRAIGHT)	
S-31	3	1-U	8	4	12 x 12	0.09	0.27		SEPARATED TRAIL (LEFT)	
S-32	2	1-U	8	4	12 x 12	0.09	0.18		SEPARATED TRAIL (RIGHT)	
S-33	3	1-U	8	4	12 x 12	0.09	0.27		MIXED TRAFFIC (LEFT)	
S-34	3	1-U	8	4	12 x 12	0.09	0.27		MIXED TRAFFIC (RIGHT)	
S-35	2	1-U	8	4	12 x 12	0.09	0.18		PEDESTRIAN ONLY	
	1	1-U	8	4	18 X 18	0.21	*	W1 - 2L	CURVE ARROW (LEFT)	
	1	1-U	8	4	18 X 18	0.21	*	W1 - 2R	CURVE ARROW (RIGHT)	
	2	1-U	8	4	18 X 18	0.21	*	W1 - 4L	CURVE AHEAD ARROW (LEFT)	
	4	1-U	8	4	36 x 36	0.84	*	W20 - 2	DETOUR AHEAD	
	4	1-U	8	4	24 X 18	0.28	*	M4 - 8a	END DETOUR	
	3	1-U	8	4	30 X 24	0.46	*	M4 - 9L	DETOUR (LEFT)	
	3	1-U	8	4	30 X 24	0.46	*	M4 - 9R	DETOUR (RIGHT)	
	2	1-U	8	4	12 x 18	0.14	*	R9 - 6	YIELD TO PEDS	
	4	1-U	8	4	24 x 18	0.28	1.12	S2-P2	DOWN ARROW	
	2	1-U	8	4	24 x 18	0.28	0.56	W20-100P	100 FEET	
103					PROJECT TOTALS		13.18			

NOTES:

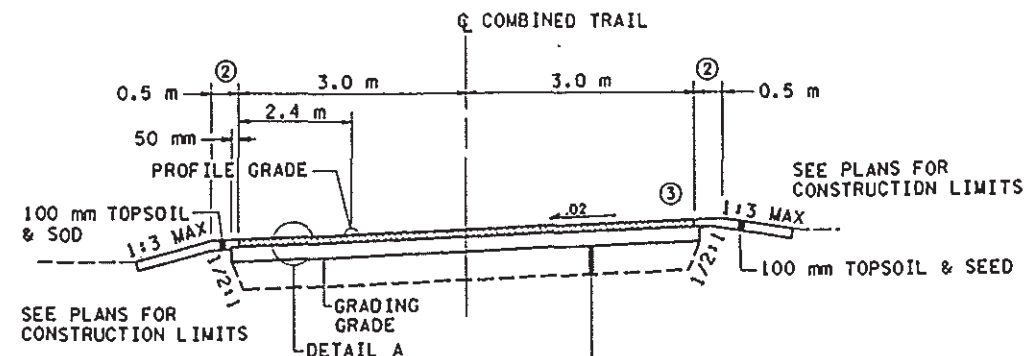
- ① MOUNTING HEIGHT IS MINIMUM. SEE DETAIL (SHEET 9) FOR TYPICAL MOUNTING.
- ② USE S2-P2 IN COMBINATION WITH W11-2A.
- ③ POST LENGTH IS MAXIMUM - POST SHALL NOT EXTEND ABOVE TOP OF SIGN.
- * USED FOR TEMPORARY TRAFFIC CONTROL. THESE AREAS ARE NOT INCLUDED IN F&I SIGN PANEL TYPE "C"

RETAINING WALLS									
WALL LOCATION	BEGIN STA.	END STA.	LOCATION	FROM STA.	TOTAL HEIGHT (METER)	TO STA.	TOTAL HEIGHT (METER)	WALL LENGTH	WALL TYPE
NORTH OF CEDAR LAKE PARKWAY	1+578	1+614	RT	1+578	0.64	1+580	0.64	2	TYPICAL
				1+580	0.64	1+600	0.66	20	TYPICAL
				1+600	0.66	1+614	0.66	14	TYPICAL



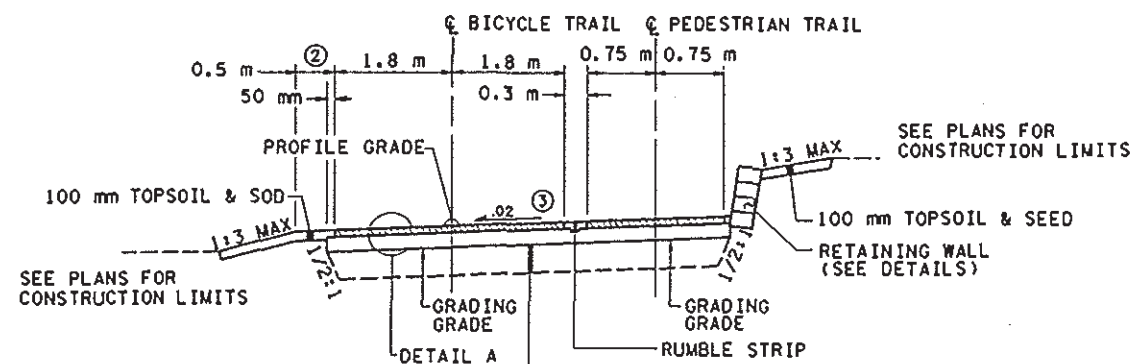
KENILWORTH TRAIL
TYPICAL SECTION
STA. 0+974.15 TO STA. 1+119
STA. 1+221 TO STA. 1+467

300 mm MIN. SUBGRADE PREPARATION ① (SPEC. 2112 MOD. TO A DEPTH OF 300 mm). SUBCUT SHALL BE PAID FOR UNDER ITEM NO. 2105.507 "SUBGRADE EXCAVATION (EV)".



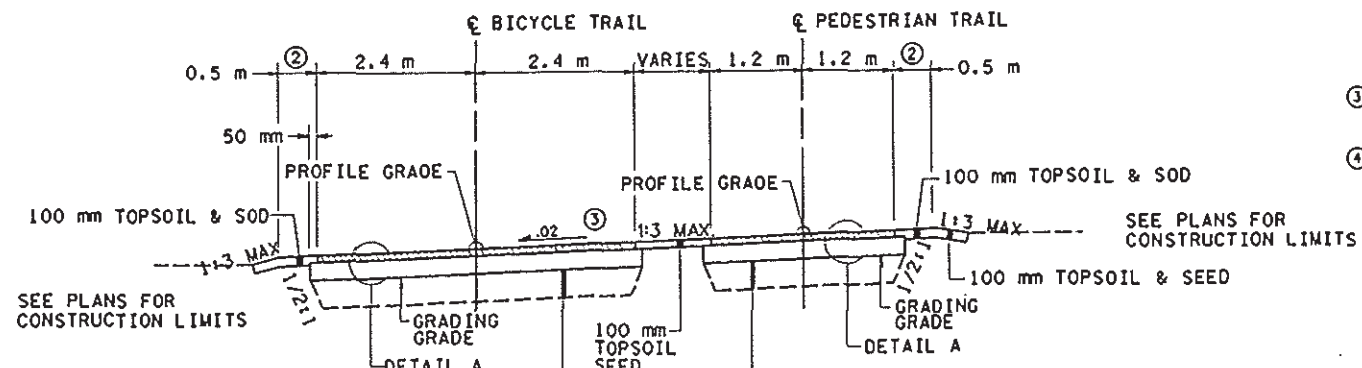
KENILWORTH TRAIL
TYPICAL SECTION
STA. 1+791 TO STA. 1+865
STA. 2+377 TO STA. 2+465

300 mm MIN. SUBGRADE PREPARATION ① (SPEC. 2112 MOD. TO A DEPTH OF 300 mm). SUBCUT SHALL BE PAID FOR UNDER ITEM NO. 2105.507 "SUBGRADE EXCAVATION (EV)".



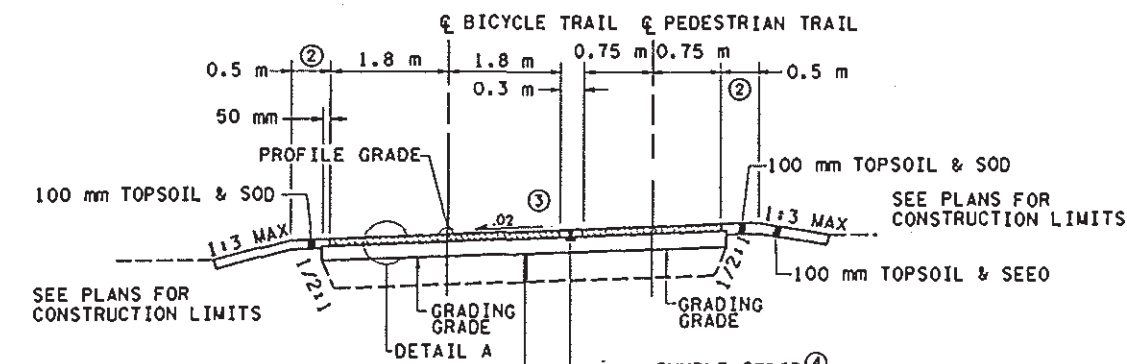
KENILWORTH TRAIL
TYPICAL SECTION
STA. 1+578 TO STA. 1+614

300 mm MIN. SUBGRADE PREPARATION ① (SPEC. 2112 MOD. TO A DEPTH OF 300 mm). SUBCUT SHALL BE PAID FOR UNDER ITEM NO. 2105.507 "SUBGRADE EXCAVATION (EV)".



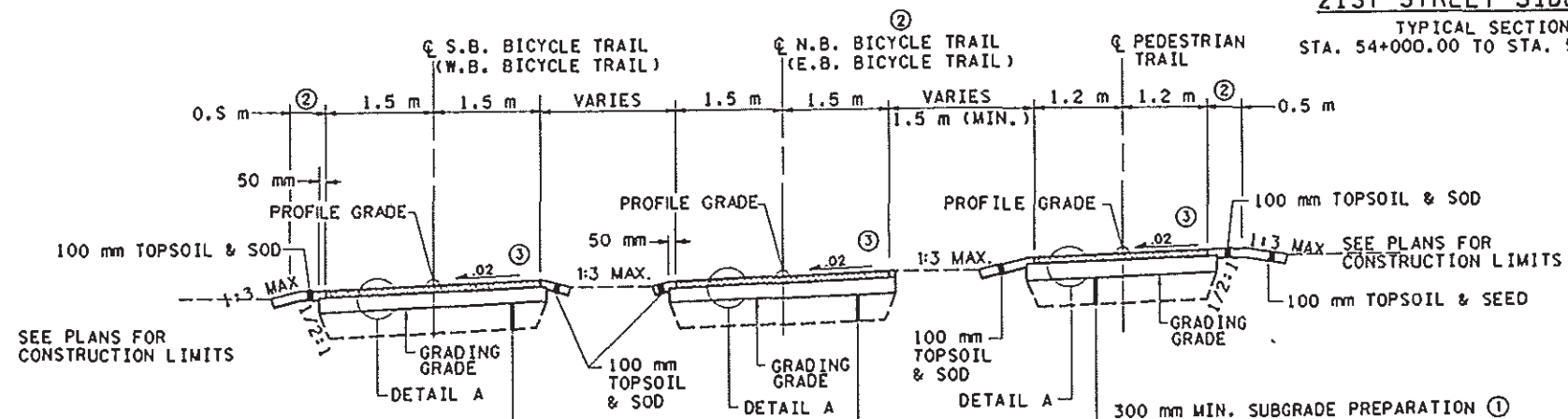
KENILWORTH TRAIL
TYPICAL SECTION
STA. 1+865 TO STA. 2+066
STA. 2+465 TO STA. 2+492

300 mm MIN. SUBGRADE PREPARATION ① (SPEC. 2112 MOD. TO A DEPTH OF 300 mm). SUBCUT SHALL BE PAID FOR UNDER ITEM NO. 2105.507 "SUBGRADE EXCAVATION (EV)".



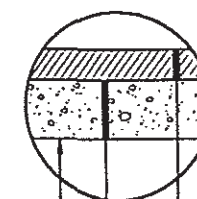
KENILWORTH TRAIL
TYPICAL SECTION
STA. 1+119 TO STA. 1+221
STA. 1+505 TO STA. 1+578
STA. 1+614 TO STA. 1+762
(TRAIL WIDTH TRANSITION STA. 1+752 TO STA. 1+762)

300 mm MIN. SUBGRADE PREPARATION ① (SPEC. 2112 MOD. TO A DEPTH OF 300 mm). SUBCUT SHALL BE PAID FOR UNDER ITEM NO. 2105.507 "SUBGRADE EXCAVATION (EV)".



KENILWORTH TRAIL
TYPICAL SECTION
STA. 2+066 TO STA. 2+377
STA. 2+492 TO STA. 3+343
STA. 4+000 TO STA. 4+107

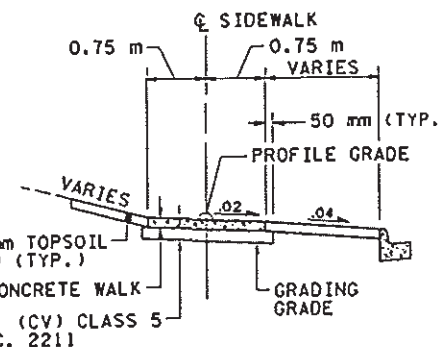
300 mm MIN. SUBGRADE PREPARATION ① (SPEC. 2112 MOD. TO A DEPTH OF 300 mm). SUBCUT SHALL BE PAID FOR UNDER ITEM NO. 2105.507 "SUBGRADE EXCAVATION (EV)".



DETAIL A
BITUMINOUS WALK

NOTES

- MINIMUM REQUIREMENTS FOR SUBGRADE PREPARATION SHALL BE SCARIFICATION OF THE EXISTING GROUND TO A MINIMUM DEPTH OF 300 mm AND RECOMPACTION OF MATERIAL.
- WHERE INSLOPE IS 1:3 OR STEEPER AND EMBANKMENT HEIGHT IS 1.8 m OR GREATER, OR WHERE INSLOPE IS 1:2 OR STEEPER AND EMBANKMENT HEIGHT IS 1.2 m OR GREATER, MINIMUM SHOULDER WIDTH SHALL BE 1.5 m.
- TRAIL SHALL SLOPE TO THE INSIDE OF CURVES. SLOPES ARE GIVEN IN m/m.
- NO RUMBLE STRIP STA. 1+752 TO STA. 1+762.



21ST STREET SIDEWALK
TYPICAL SECTION
STA. 54+000.00 TO STA. 54+032.95

NO	DATE	BY	CHK	APPR	REVISION
1	10/22/97	TSI	TSI	TSI	



I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the laws of the State of Minnesota.
Date: 10/23/97 Reg. No. 23489

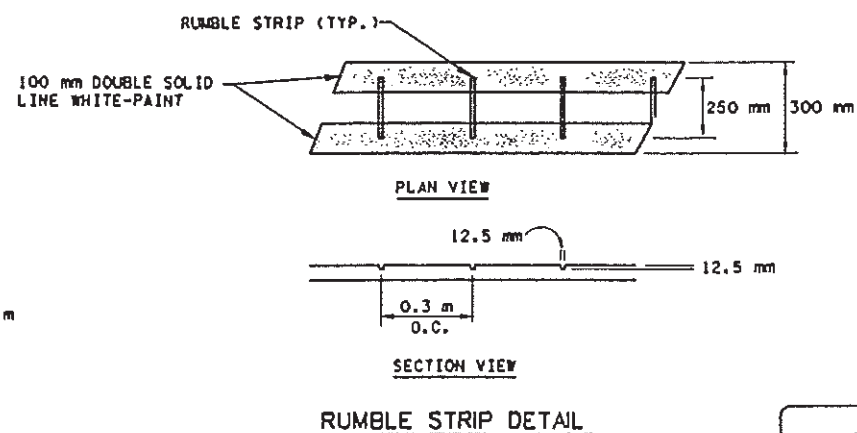
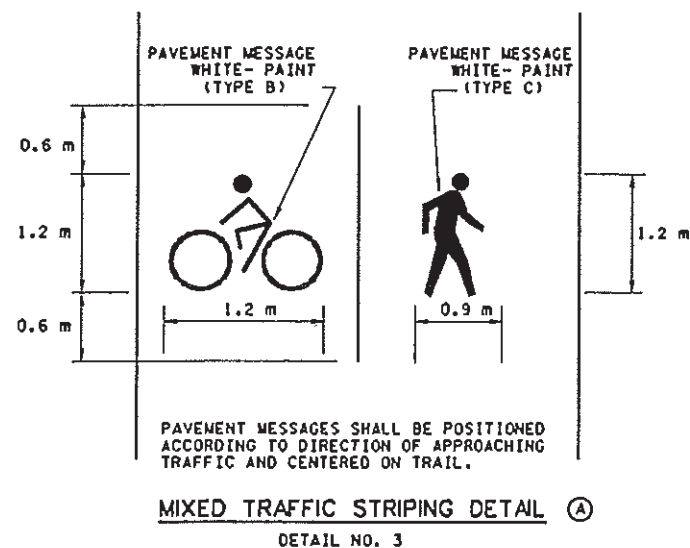
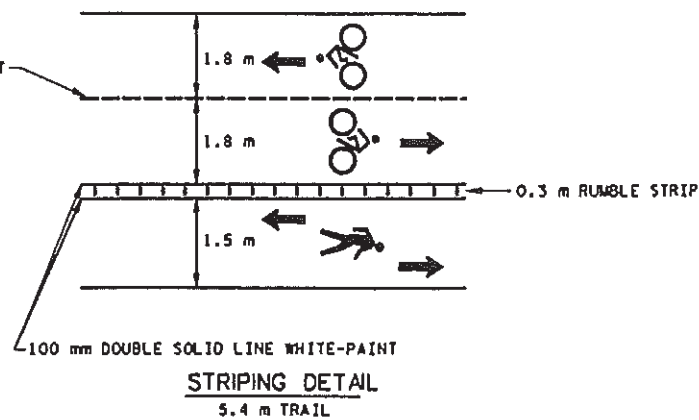
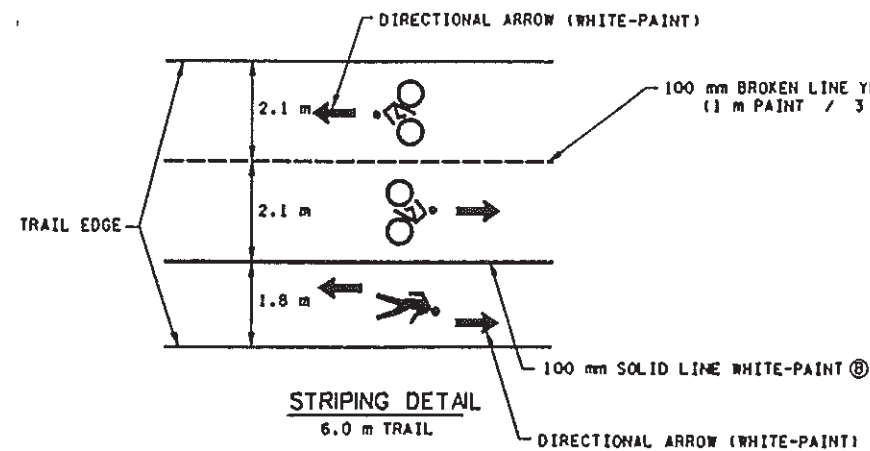
STATE PROJECT NO. 141-090-05
CITY PROJECT NO. XXX

DRAWN BY M. MCGARVEY 6-97
DESIGNED BY M. MCGARVEY 6-97
CHECKED BY R. LEWIS 7-97
COMM. NO. 0972530

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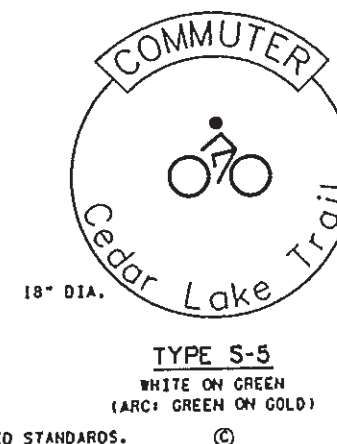
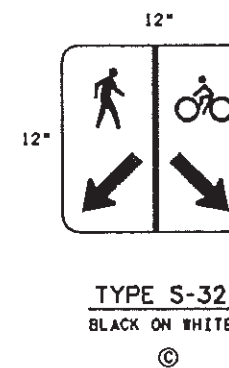
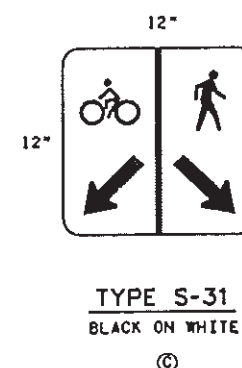
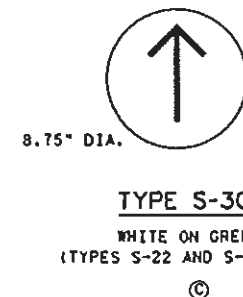
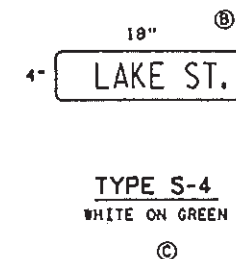
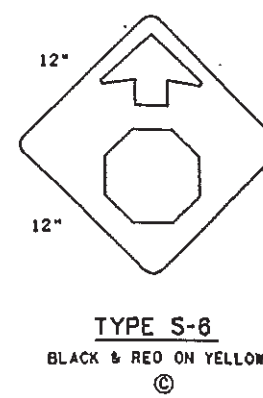
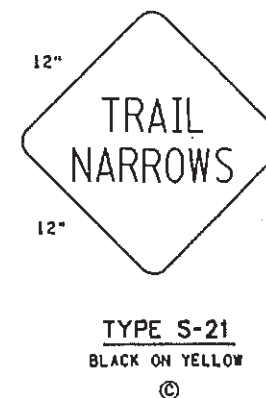
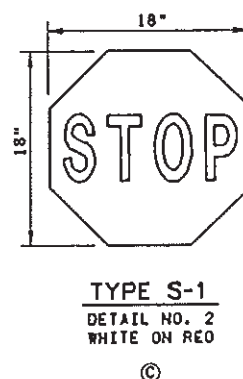
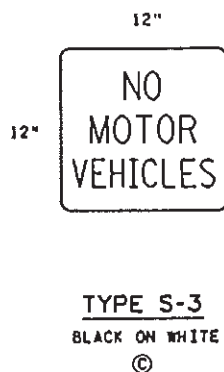
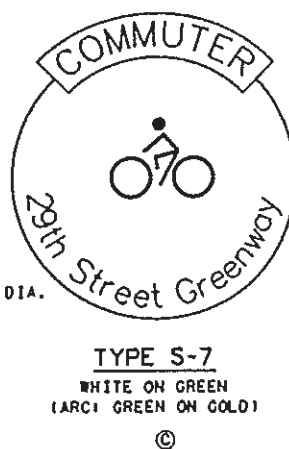
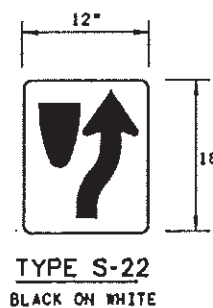
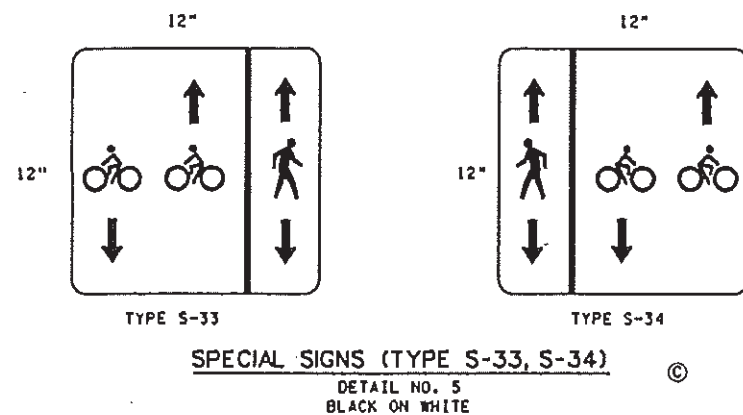
CITY OF MINNEAPOLIS
TYPICAL SECTIONS
KENILWORTH TRAIL

SHEET 7 OF 57



NOTES:

- (A) CAMERA READY ART FOR ALL NON-STANDARD SIGNS SHALL BE PROVIDED BY THE OWNER
- (B) SEE SIGN TABULATION (SHEET 6) FOR TEXT.
- (C) ALL SIGNS ARE DIMENSIONED IN ENGLISH UNITS.



NOTE: SIGNS S-21, S-30, S-31, S-32 and S-35 ARE CITY'S ADOPTED STANDARDS.

1	11-24-97	MCI	RFL		REVISE SIGN COLOR
2	2-6-98	WTA	MRT	DJJ	REVISE PER FEDERAL REVIEW
NO	DATE	BY	CHKD	APPR	REVISION
NAME: DET1589.PLN DATE: Oct 14, 1997 TIME: 13:30:28					



I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the laws of the State of Minnesota.

David J. Julek
Date: 10-23-97 Reg. No. 23404

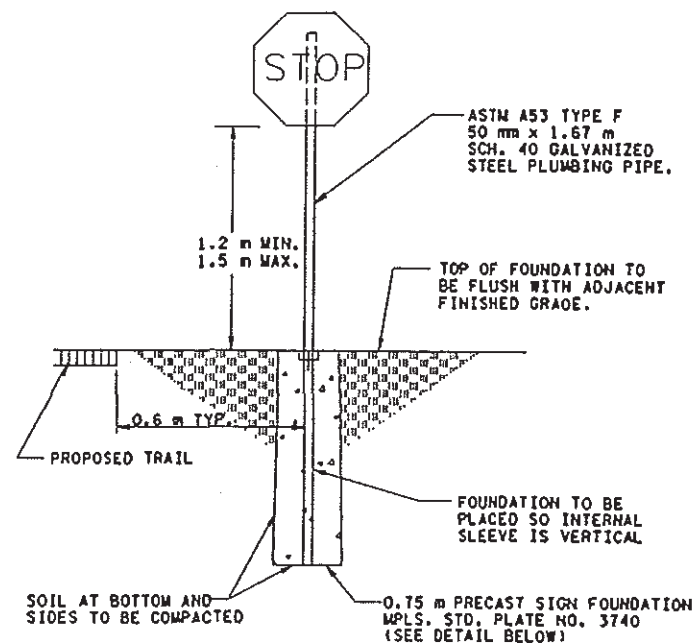
STATE PROJECT NO.
141-090-05
CITY PROJECT NO.
XXX

DRAWN BY DATE
M. MCGARVEY 6-97
DESIGNED BY
M. MCGARVEY 6-97
CHECKED BY
R. LEWIS 7-97
COMM. NO.
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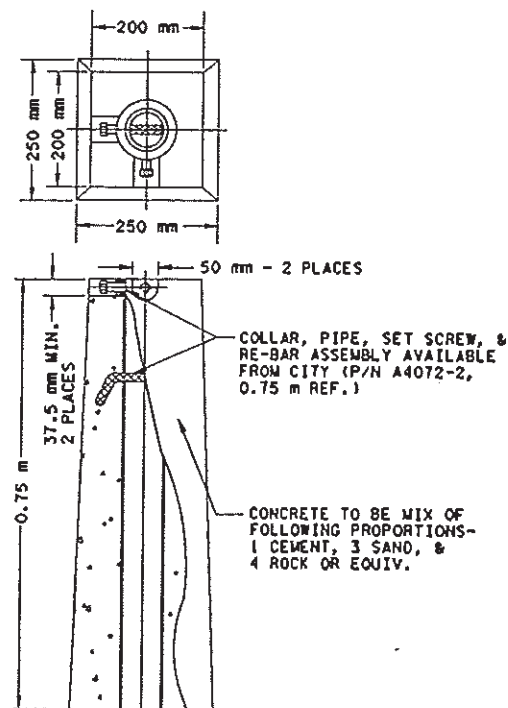
SRF CONSULTING GROUP, INC.

CITY OF MINNEAPOLIS
DETAILS
KENILWORTH TRAIL

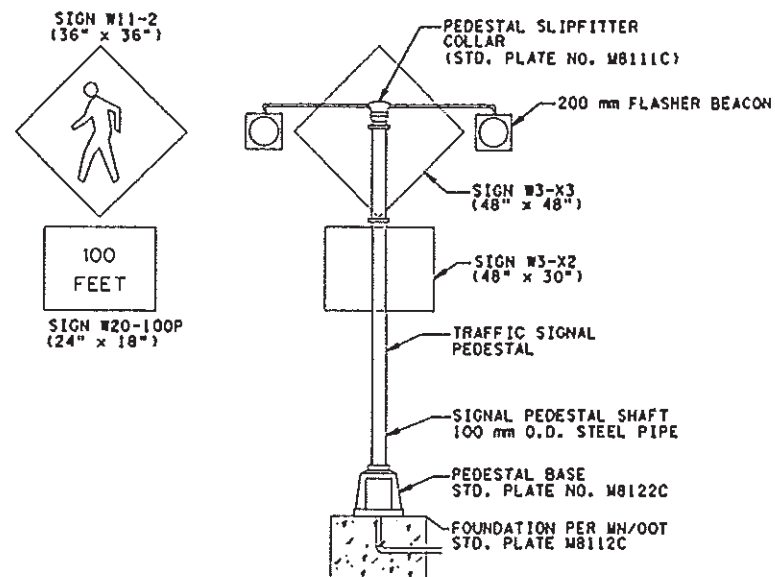
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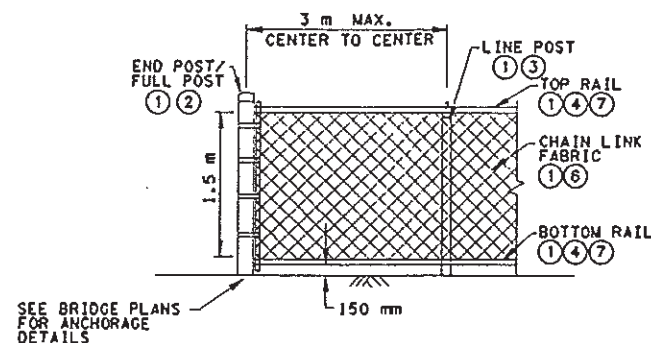
PRECAST CONCRETE SIGN POST FOUNDATION
PLACEMENT DETAIL



0.75 m PRECAST SIGN FOUNDATION



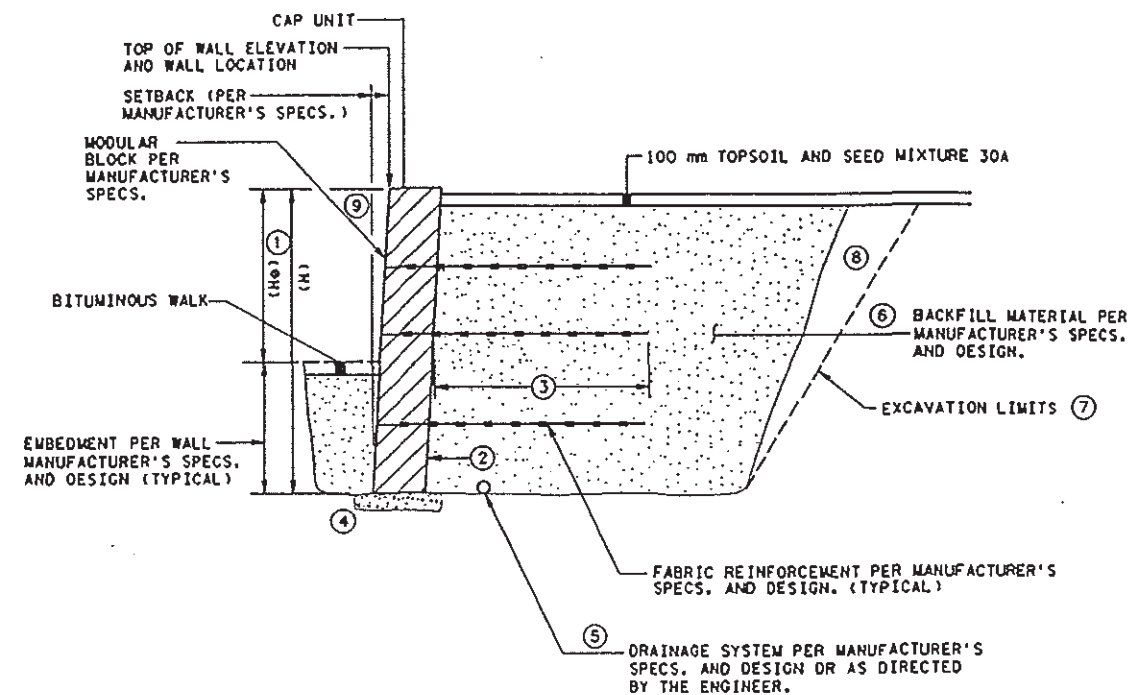
FLASHER DETAIL
NO SCALE



WIRE FENCE DESIGN SPECIAL VINYL COATED DETAIL

WIRE FENCE NOTES

- ① 100% BONDED VINYL COATED - "BLACK", GALVANIZED.
- ② TERMINAL POST 1.5 M END, CORNER OR PULL POST: 15 mm O.D. GRADE A BONDED VINYL.
- ③ LINE POSTS SHALL BE 65 mm O.D. GRADE A BONDED VINYL.
- ④ TOP AND BOTTOM RAIL SHALL BE 40 mm O.D. GRADE A BONDED VINYL.
- ⑤ ALL FITTINGS, TIES, LOOP CAPS, AND COMPONENT PARTS SHALL BE VINYL COATED-"BLACK".
- ⑥ CHAIN LINK FABRIC SHALL BE 50 mm MESH WITH KNUCKLED SELVAGE TOP AND BOTTOM, AND CONFORM TO REQUIREMENTS OF AASHTO M 181 TYP IV.
- ⑦ FABRIC SHALL BE TIED BELOW TOP RAIL AND ABOVE BOTTOM RAIL EVERY 300 mm.
- ⑧ DIMENSION ALONG = FENCE, PERPENDICULAR TO = BEARING.
- ⑨ FENCE SHALL BE GROUNDED.



MODULAR BLOCK RETAINING WALL NOTES

- ① SEE SPECIAL PROVISIONS
- ② TYPE 1 GEOTEXTILE FABRIC TO BE PLACED ON BACKSIDE OF WALL.
- ③ FOR WALLS WITH (H₀) LESS THAN OR EQUAL TO 2 m, THE MINIMUM LENGTH OF GEOTEXTILE FABRIC SHALL BE PER MANUFACTURER'S RECOMMENDATION.
- ④ AGGREGATE BASE OR OPTIONAL NON-REINFORCED CONCRETE LEVELING PAD AS APPROVED BY THE ENGINEER, 150 mm MIN. (INCIDENTAL)
- ⑤ 100 mm T.P. PERF. DRAIN PIPE, MN/DOT 3278, W/ TYPE 1 GEOTEXTILE, MN/DOT 3733. PROJECT ENGINEER SHALL HAVE ADDITIONAL DRAINS PLACED TO INTERCEPT ANY WATER-BEARING SOIL STRATA DISCOVERED DURING CONSTRUCTION. (INCIDENTAL)
- ⑥ SELECT BACKFILL TO MEET MN/DOT 3149.2B MODIFIED TO 10% OR LESS PASSING THE #200 SIEVE. 100% MUST PASS THE 100 mm SIEVE. (INCIDENTAL TO MODULAR BLOCK RETAINING WALL.)
- ⑦ SLOPE IS DETERMINED BY OSHA REGULATIONS AND IN-SITU SOILS; ALL EXCAVATION NECESSARY FOR CONSTRUCTION OF MODULAR BLOCK RETAINING WALLS IS INCIDENTAL.
- ⑧ EXCAVATION AND BACKFILLING WITH SELECT GRAOING MATERIAL IS INCIDENTAL TO RETAINING WALL CONSTRUCTION.
- ⑨ FASTEN CAP BLOCK TO UPPER BLOCK COURSE AND UPPER BLOCK COURSE TO SECOND BLOCK COURSE WITH AN OUTDOOR CONSTRUCTION ADHESIVE SUCH AS PL 400 (OR EQUIVALENT).

MODULAR BLOCK RETAINING WALL DETAIL

STA. 1+578 TO STA. 1+614

1 2-8-98 WTA MWT DJJ REVISE PER FEDERAL REVIEW

NO DATE BY CKD APPR REVISION
NAME: DET2 589.PLN DATE: Aug. 19, 1997 TIME: 13:30:28



I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the laws of the State of Minnesota.
Date 10-23-98
23409

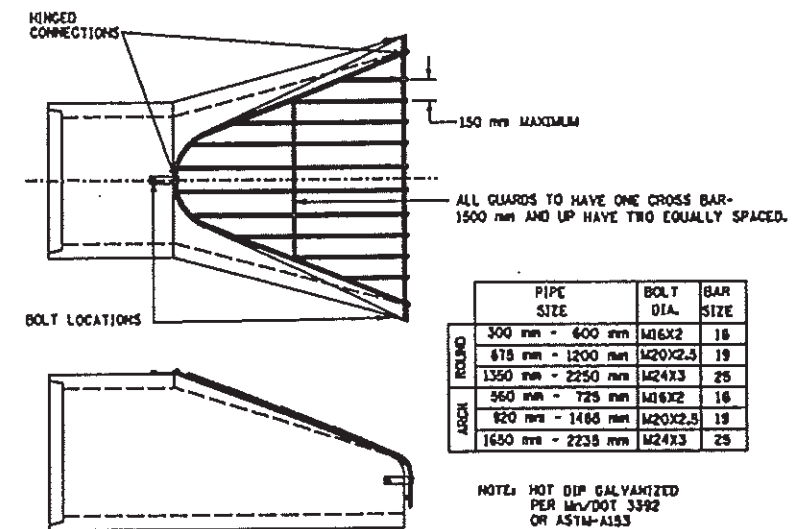
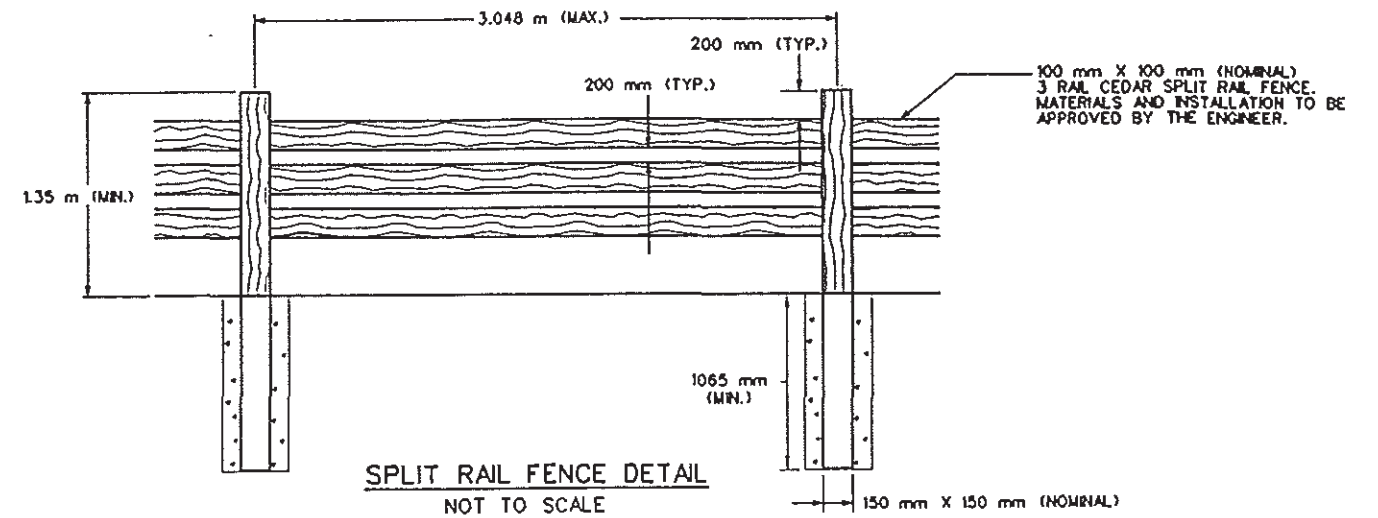
STATE PROJECT NO.
141-090-05
CITY PROJECT NO.
XXX

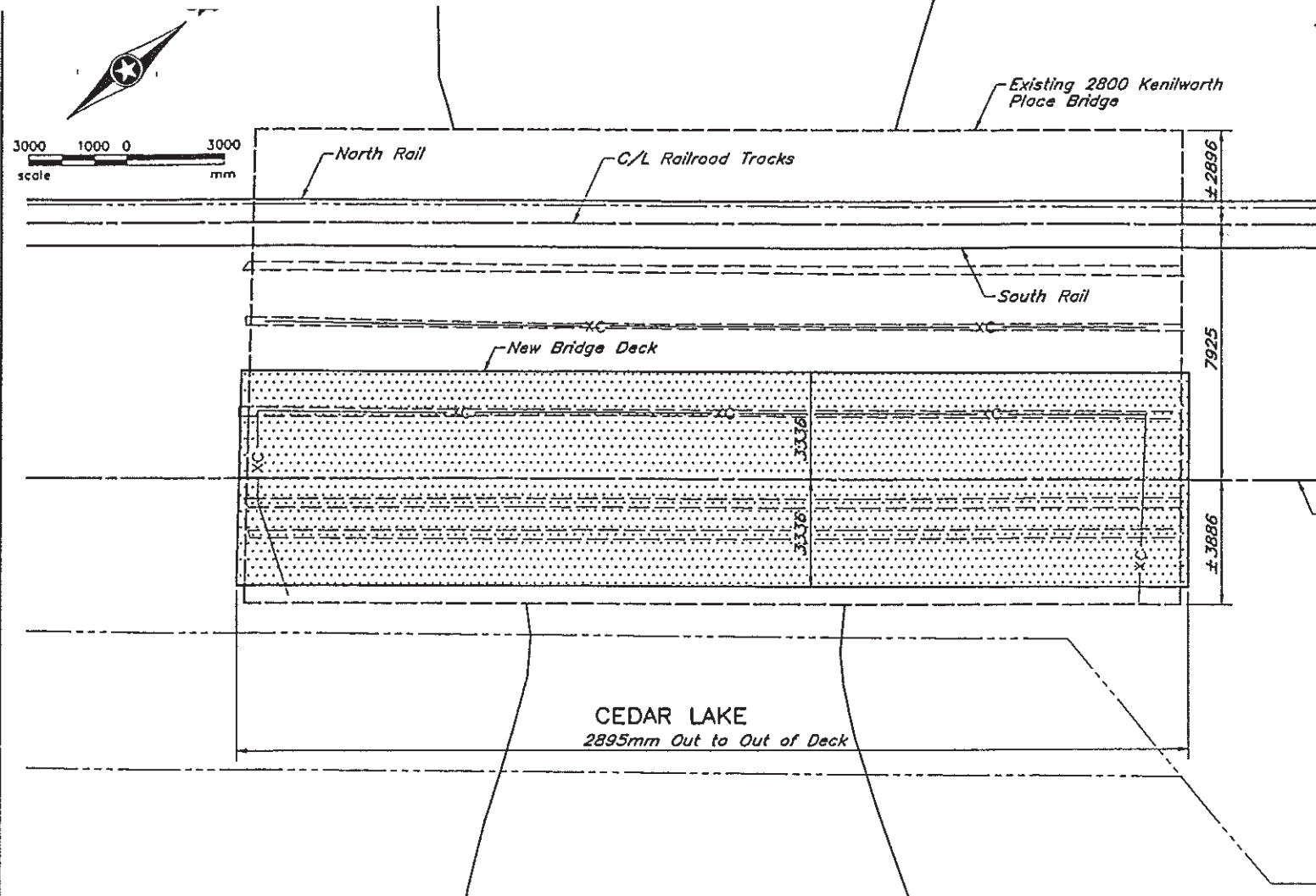
DRAWN BY DATE
M. MCGARVEY 6-97
DESIGNED BY
M. MCGARVEY 6-97
CHECKED BY
R. LEWIS 7-97
COMM. NO.
0972590

SRF CONSULTING
GROUP, INC.

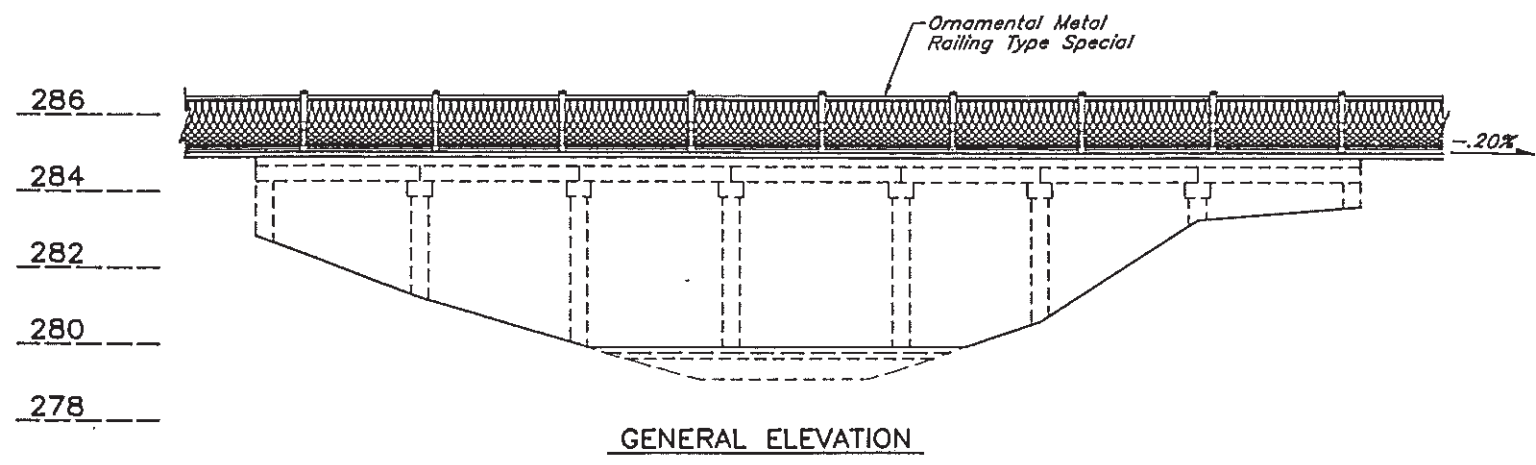
CITY OF MINNEAPOLIS
DETAILS
KENILWORTH TRAIL

SHEET
9
OF
57





GENERAL PLAN



GENERAL ELEVATION

CONSTRUCTION NOTES

The 1995 Edition of The Minnesota Department of Transportation "Standard Specifications For Construction" Shall Govern.

All Dimensions Are in Units of Millimeters And Elevations Are in Meters Unless Noted Otherwise.

Construction Requirements Shall Conform to Spec. 2403.3 Unless Otherwise Noted.

All Glue Laminated Timber Deck Shall Be Southern Yellow Pine, fb = 11.0 MPa, Combination Symbol 16F-V2. Runners, Edge Strip And Rub Rail Shall Be Southern Yellow Pine, fb = 7.9 MPa, Grade No. 2 or Better (S4S). Curb Shall Be Southern Yellow Pine, fb = 6.0 MPa, Grade No. or Better (S4S).

All Drilling And Cutting of Timber Exceeding 50mm in Thickness Shall Be Completed Before Pressure Treatment Unless Otherwise Authorized By The Engineer.

All Timber is to Be Pressure Treated Per Spec. 3491. (Refer to Special Provisions).

All Hardware is to Be Galvanized Per Spec. 3392.

Contractor Shall Verify All Existing Dimensions in Field Before Ordering Material.

DESIGN DATA

1996 And Current Interim AASHTO Design Specifications

Live Loading

4.10 KN/m2 or

1.93 KN/m2 with 45KN Maintenance Vehicle

Maximum Allowable Design Stresses:

Glue Laminated Timber Deck

fb = 11.0 MPa

Runners, Edge Strip And Rub Rail

fb = 7.9 MPa

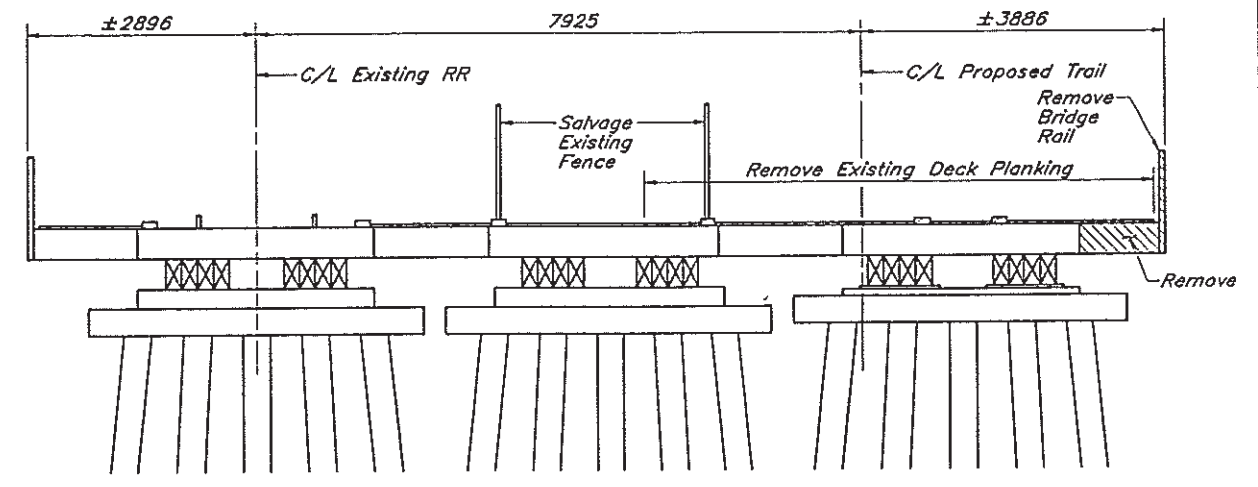
Curb

fb = 6.0 MPa

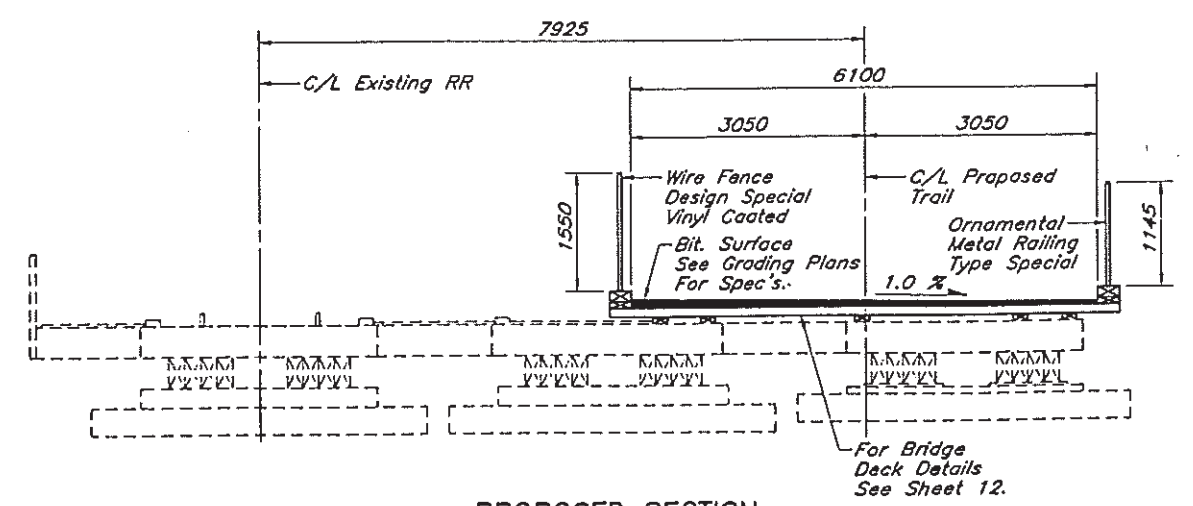
SCHEDULE OF QUANTITIES FOR ENTIRE BRIDGE

ITEM NO.	ITEM	UNIT	QUANTITY
2104.521	SALVAGE CHAIN LINK FENCE	m	70
2402.583	ORNAMENTAL RAILING TYPE SPECIAL	m	41 (P)
2403.502	TREATED TIMBER	m3	10.200
2403.506	HARDWARE	kg	300 (P)
2403.604	GLUED LAMINATED DECK PANELS	m2	194 (P)
2104.503	REMOVE TIMBER DECK	m2	200 (P)
2104.501	REMOVE METAL PIPE RAILING	m	29
2557.501	WIRE FENCE DESIGN SPECIAL VINYL COATED	m	29 (P)

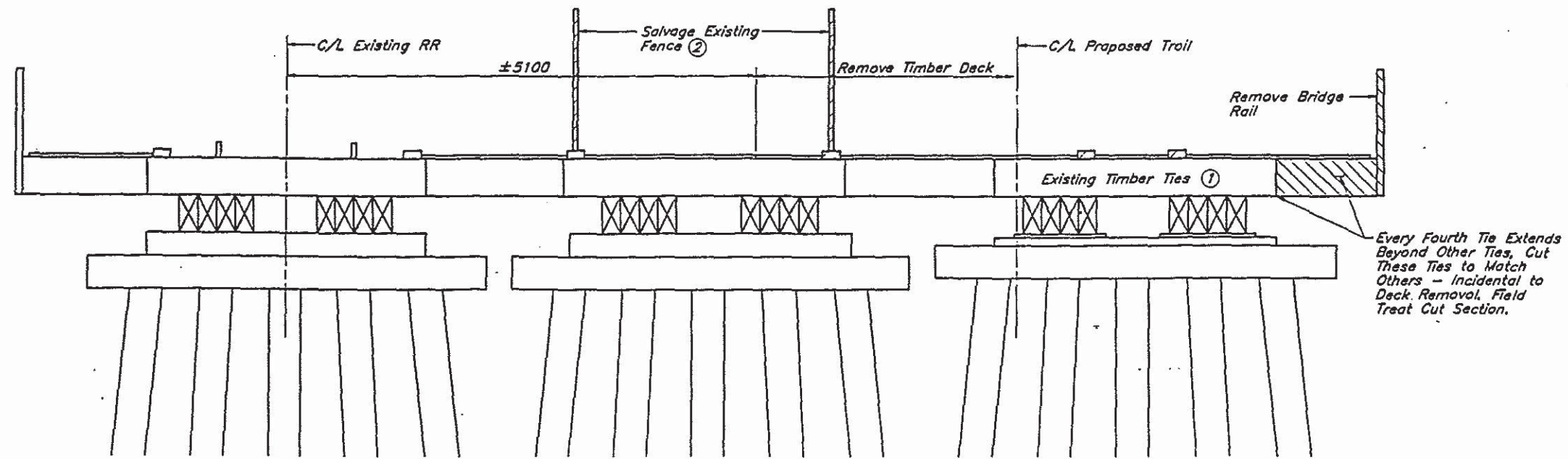
① Includes Quantity For Twenty Additional Ties That May Be Required. Determination of Tie Replacement Shall be Made by The Engineer During Construction.



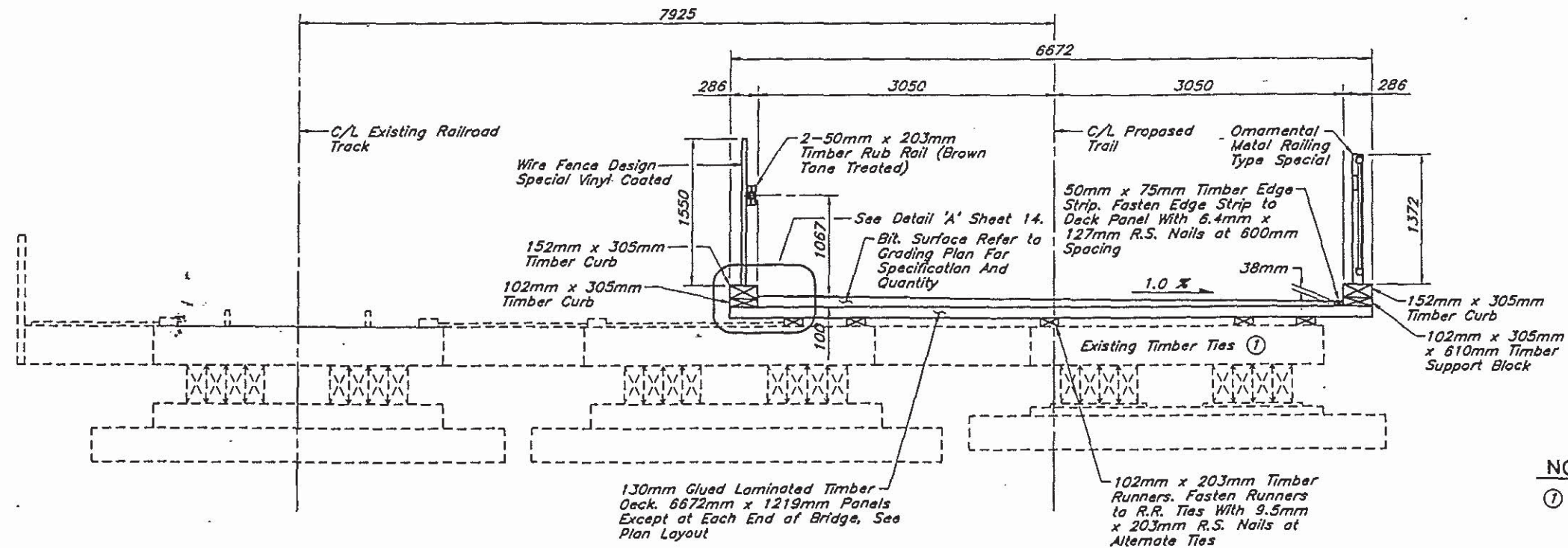
EXISTING SECTION



PROPOSED SECTION



EXISTING SECTION



PROPOSED SECTION

LEGEND

Removal Areas

NOTE:

- ① A Quantity For Twenty Additional Timber Ties Have Been Added For Replacement of Existing Ties if Necessary. The Engineer Shall Determine Which Existing Ties Should Be Replaced. The Estimate Size of Each Tie is Approximately 203mm x 203mm x 3048mm. The Contractor However Shall Verify Dimensions.
- ② Contractor Shall Salvage Existing Fence And Turn Over to Hennepin Parks Department.

NO.	DATE	BY	CHKD	APPR	REVISION
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					



STATE
PROJECT NO.
141-090-05
BRIDGE NO.
27A43

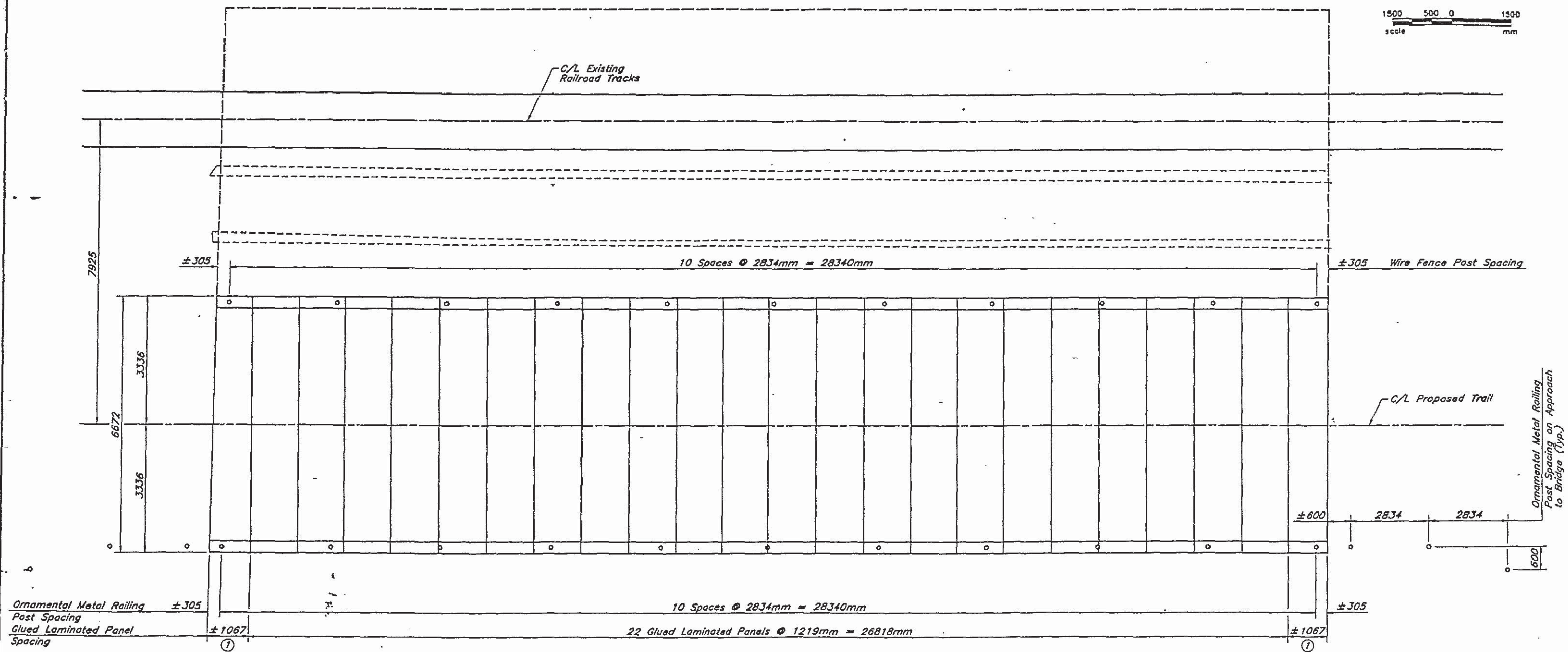
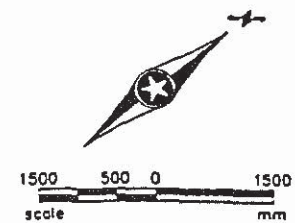
I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the laws of the State of Minnesota.
[Signature]
Date 8/27/97 Reg. No. 14546

DRAWN BY
J. HOFFMAN 6-97
DESIGNED BY
L. ERICKSON 6-97
CHECKED BY
D. THOMAS 6-97
COMM. NO.
0972589



CITY OF MINNEAPOLIS
BRIDGE DETAILS (SHEET 2 OF 7)
KENILWORTH TRAIL

SHEET
12
OF
57



DECK PLAN

NOTE:

① Contractor Shall Verify Existing Dimensions in Field Before Ordering Materials.

NO	DATE	BY	CHKD	APPR	REVISION
1					
NAME: H:\STRUC\003\2590\90-DKPLN.DWG DATE: JUL 03, 1997 TIME: 12:33 PM					



STATE
PROJECT NO.
141-090-05
BRIDGE NO.
27A43

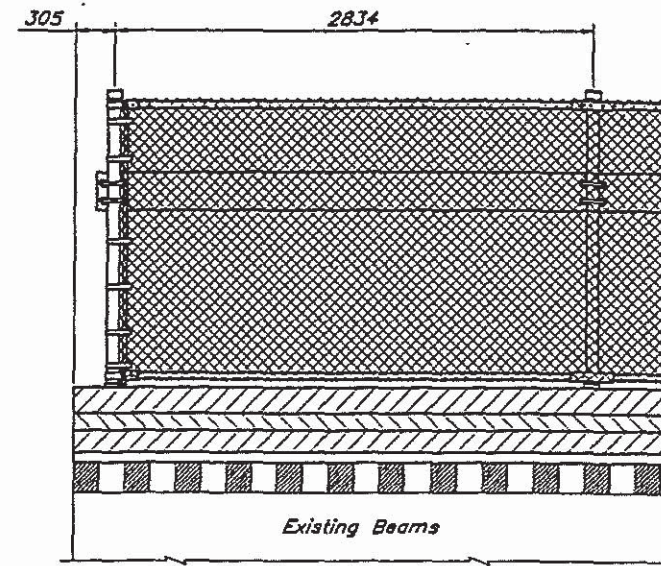
I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the laws of the State of Minnesota.
Date 8/27/97 Reg. No. 14546

DRAWN BY
J. HOFFMAN 8-97
DESIGNED BY
L. ERICKSON 8-97
CHECKED BY
D. THOMAS 8-97
COMM. NO.
0872389

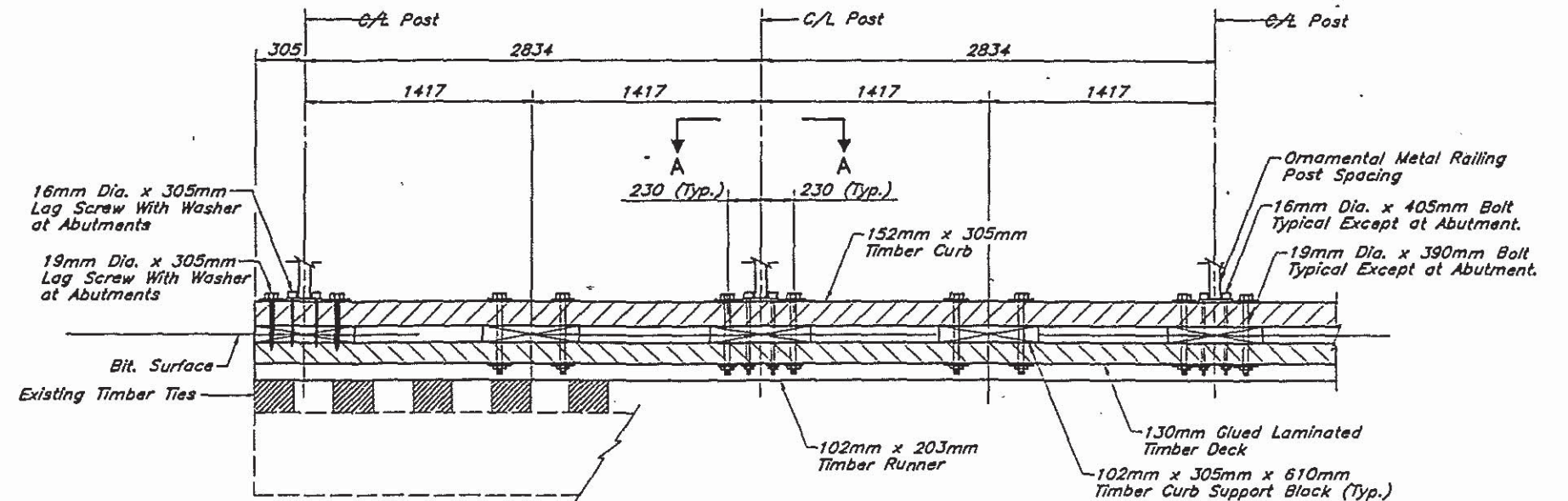
SRF CONSULTING
GROUP, INC.

CITY OF MINNEAPOLIS
BRIDGE DETAILS (SHEET 3 OF 7)
KENILWORTH TRAIL

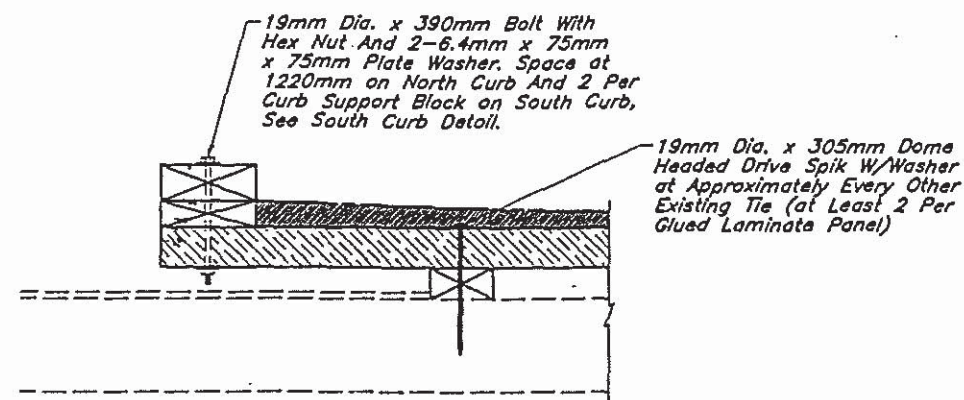
SHEET
13
OF
57



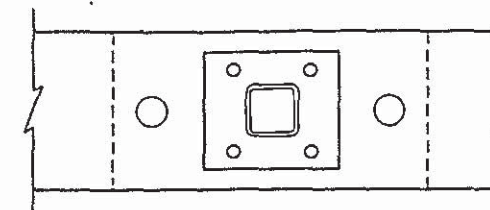
FENCE ELEVATION AT ABUTMENT
(LOOKING S.E.)



SOUTH CURB DETAIL
(LOOKING N.W.)



DETAIL A



VIEW A-A

NO.	DATE	BY	CHKD	APPRD	REVISION
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					



STATE
PROJECT NO.
141-090-05
BRIDGE NO.
27A43

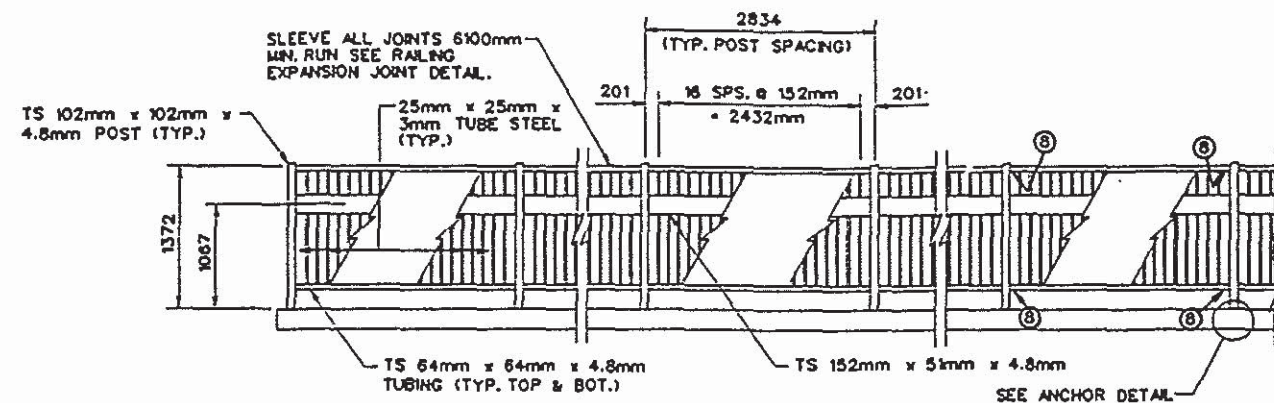
I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the laws of the State of Minnesota.
Date 02/27/97 Reg. No. 14546

DRAWN BY
J. HOFFMAN
DESIGNED BY
L. ERICKSON
CHECKED BY
D. THOMAS
COMM. NO.
0972589

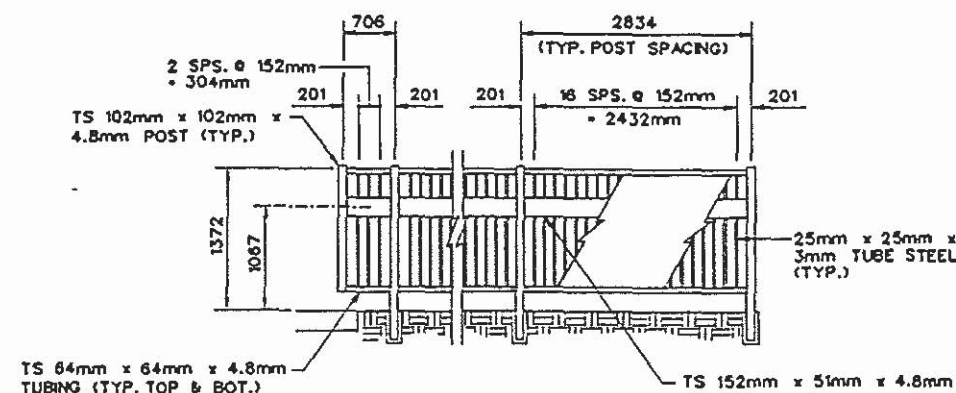


CITY OF MINNEAPOLIS
BRIDGE DETAILS (SHEET 4 OF 7)
KENILWORTH TRAIL

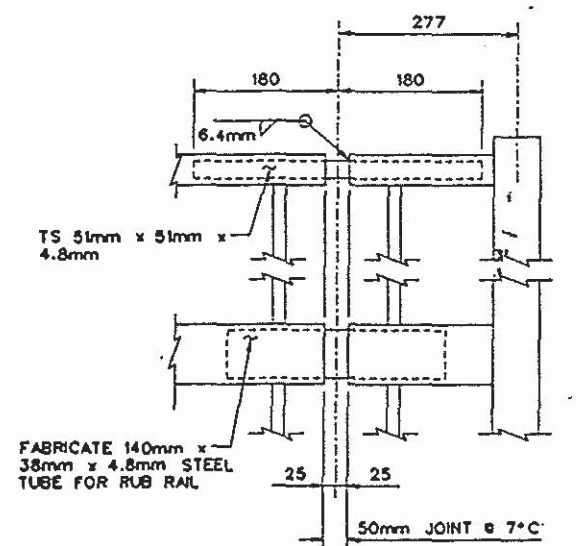
SHEET
14
OF
57



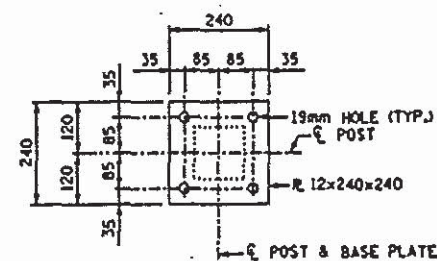
PARTIAL ORNAMENTAL RAILING TYPE SPECIAL ELEVATION ON BRIDGE



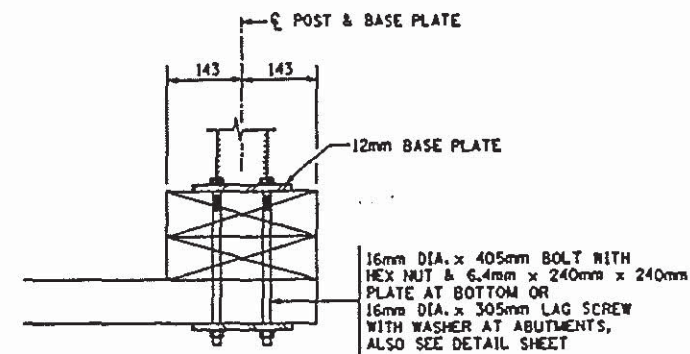
PARTIAL ORNAMENTAL RAILING TYPE SPECIAL ELEVATION AT APPROACH TO BRIDGE



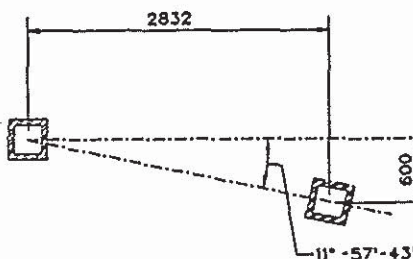
RAILING EXPANSION JOINT DETAIL



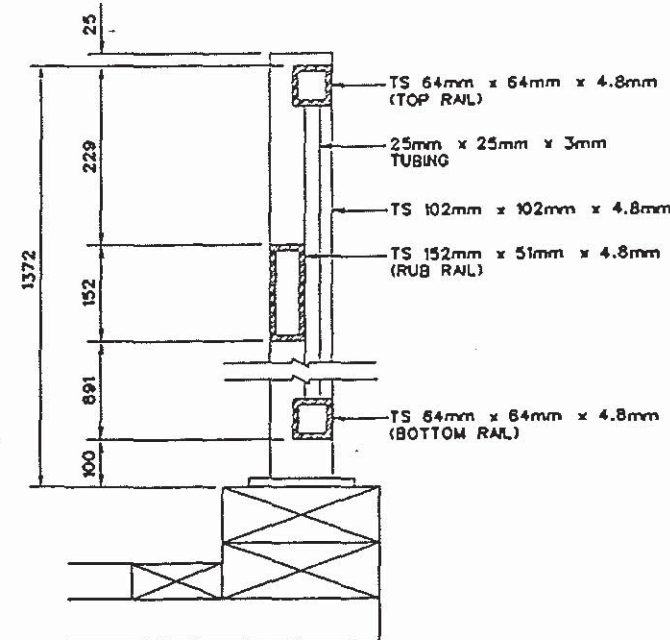
BASE PLATE



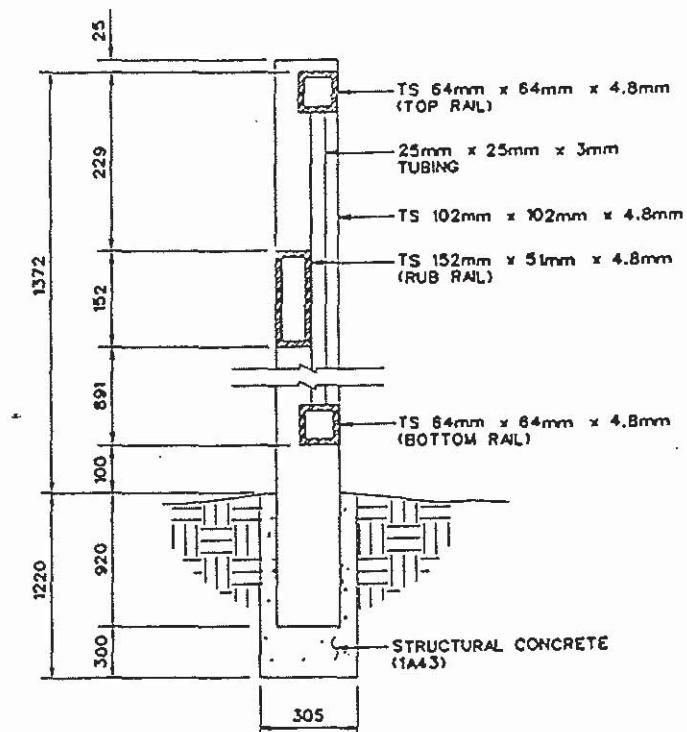
ANCHOR DETAIL



DEFLECTION ANGLE ON APPROACH
(SEE DECK LAYOUT)



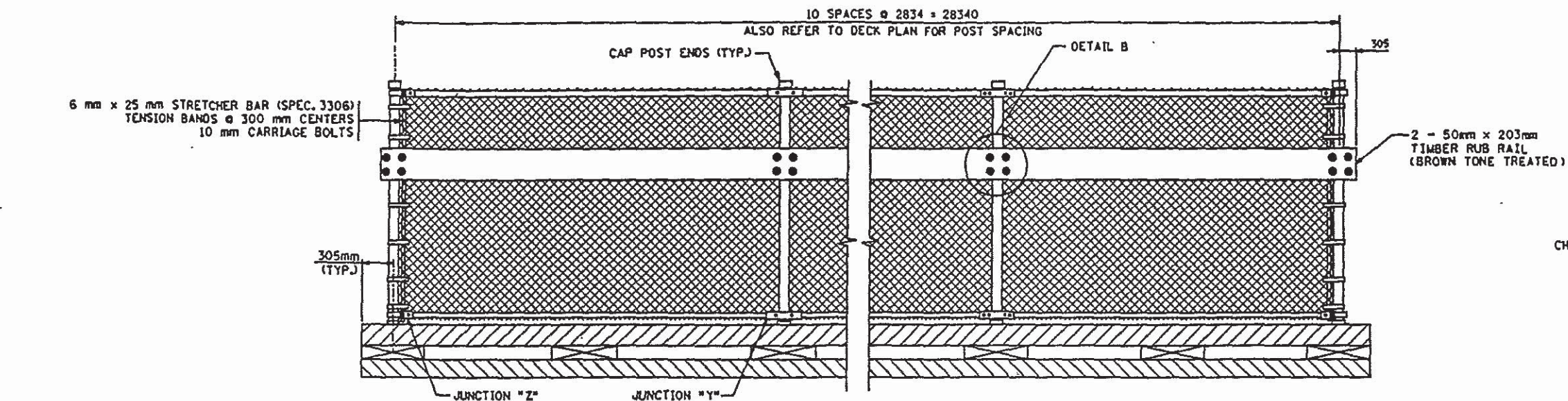
RAILING SECTION ON BRIDGE



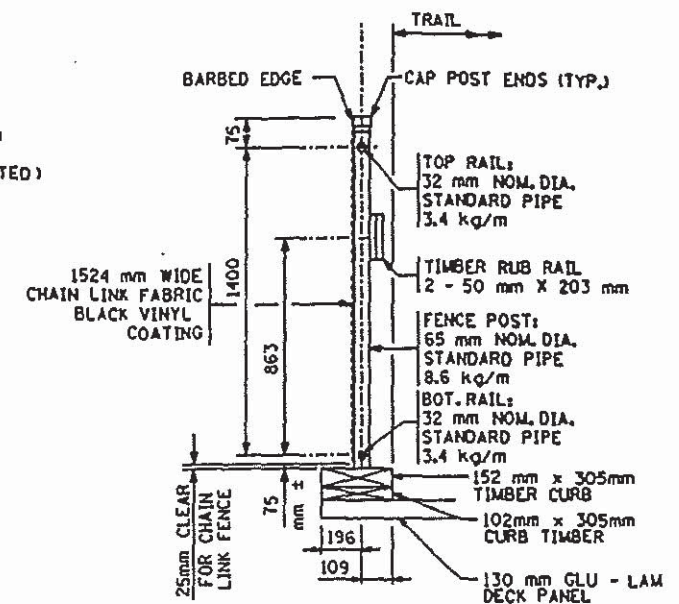
RAILING SECTION ON APPROACH TO BRIDGE

GENERAL NOTES:

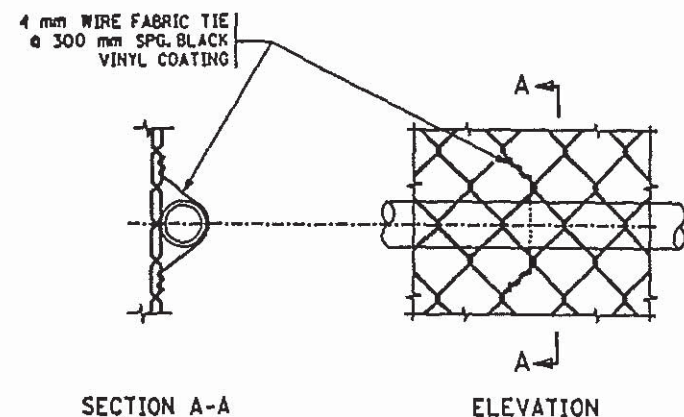
1. ALL STRUCTURAL STEEL TUBING IN THE RAIL SHALL BE A500, GRADE B AND A513, GRADE 2.
2. MATERIAL FOR CLOSURE PLATES AND BASE PLATES SHALL CONFORM TO SPEC. 3306.
3. RAIL POSTS AND PICKETS SHALL BE PERPENDICULAR TO GRADE.
4. FOR RAIL COATING SEE THE SPECIAL PROVISIONS.
5. THE RAILING, BASE PLATES, AND PROTRUDING PORTIONS OF BOLTS, NUTS AND WASHERS SHALL BE PAINTED IN ACCORDANCE WITH THE SPECIAL PROVISIONS.
6. EXPANSION JOINTS SHALL BE PLACED IN HORIZONTAL RAILS AT EVERY OTHER PANEL.
7. THE LENGTH OF METAL RAILING FOR PAYMENT SHALL BE MEASURED BETWEEN THE CENTER OF THE RAIL END POSTS.
8. PROVIDE 6mm WEEPHOLES IN ALL HORIZONTAL RAILS NEAR EACH VERTICAL POST.
9. HARDWARE QUANTITIES INCLUDED IN PAYMENT FOR ORNAMENTAL METAL RAILING TYPE SPECIAL.



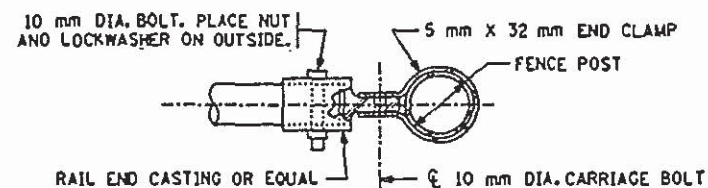
PART ELEVATION



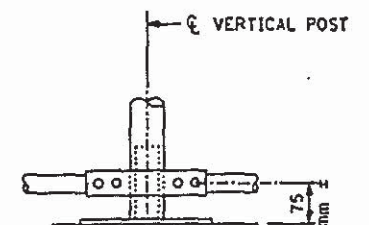
TYPICAL SECTION THRU FENCE



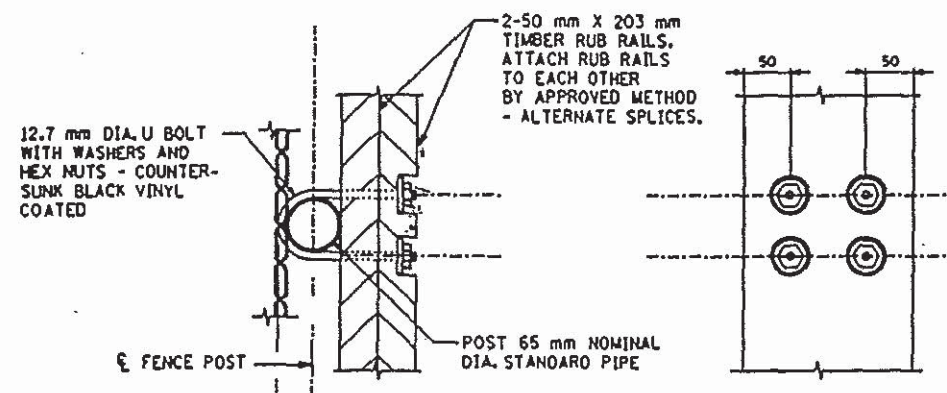
FABRIC TIE



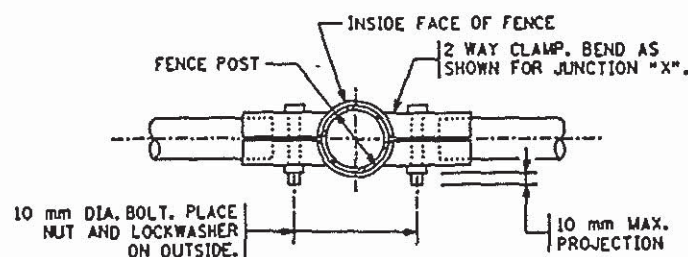
JUNCTION "Z"



DETAIL AT FENCE POST ANCHORAGE



DETAIL B



JUNCTION "Y"

GENERAL NOTES:

- FOR ANCHORAGES, SEE DETAIL B905M.
- FOR POST SPACING ALSO REFER TO DECK LAYOUT SHEET.
- CHAIN LINK FABRIC SHALL BE KNUCKLED SALVAGE TOP AND BOTTOM.
- MAXIMUM SPACING FOR 65 mm STANDARD PIPE POSTS = 3050 mm. POST SPACINGS OF 3050 mm ARE DESIRED FOR EFFICIENT USE OF STANDARD PIPE LENGTHS.
- FENCE POSTS AND ANCHORAGES SHALL BE SET VERTICAL, UNLESS OTHERWISE NOTED.
- TIMBER RUB RAIL PAID FOR SEPARATELY.
- SEE SPECIAL PROVISIONS FOR REQUIREMENTS NOT INCLUDED ON THIS SHEET, AND FOR BASIS OF PAYMENT.
- WIRE TIES MAY BE 4 mm GALVANIZED STEEL OR 5 mm MIN. ALUMINUM ALLOY CONFORMING TO ASTM B211, ALLOY 1100-H18. USE 3 mm GALVANIZED HOG RINGS FOR TENSION WIRE TIES.
- ALL FENCE FABRIC, PIPE, POSTS, FENCE POST ANCHORAGES, FITTINGS AND HARDWARE SHALL BE 100% BONDED BLACK VINYL COATED.

APPROVED: _____
STATE BRIDGE ENGINEER

S.P. 141-090-05

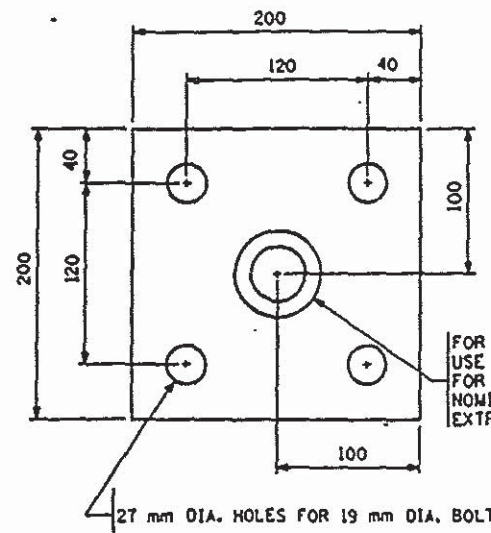
CERTIFIED BY: *[Signature]*
PROFESSIONAL ENGINEER
REG. NO. 14546 AUG 22 1997

TITLE: BRIDGE DETAILS (SHEET 6 OF 7)
KENILWORTH TRAIL

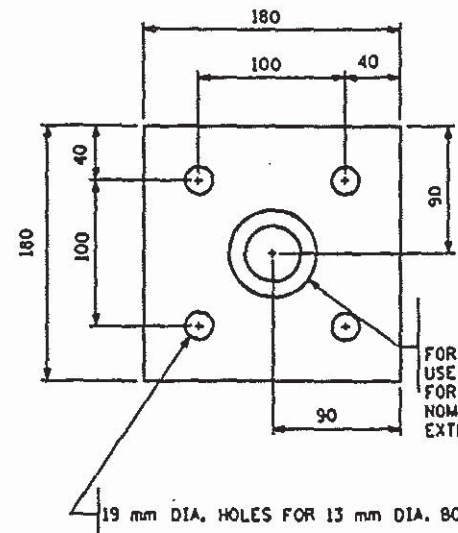
DES: LAE	DR: JEH	APPROVED: _____	BRIDGE NO. 27A43
CHK: GS	CHK: GS		
SHEET NO. 16 OF 57 SHEETS			

MODIFIED

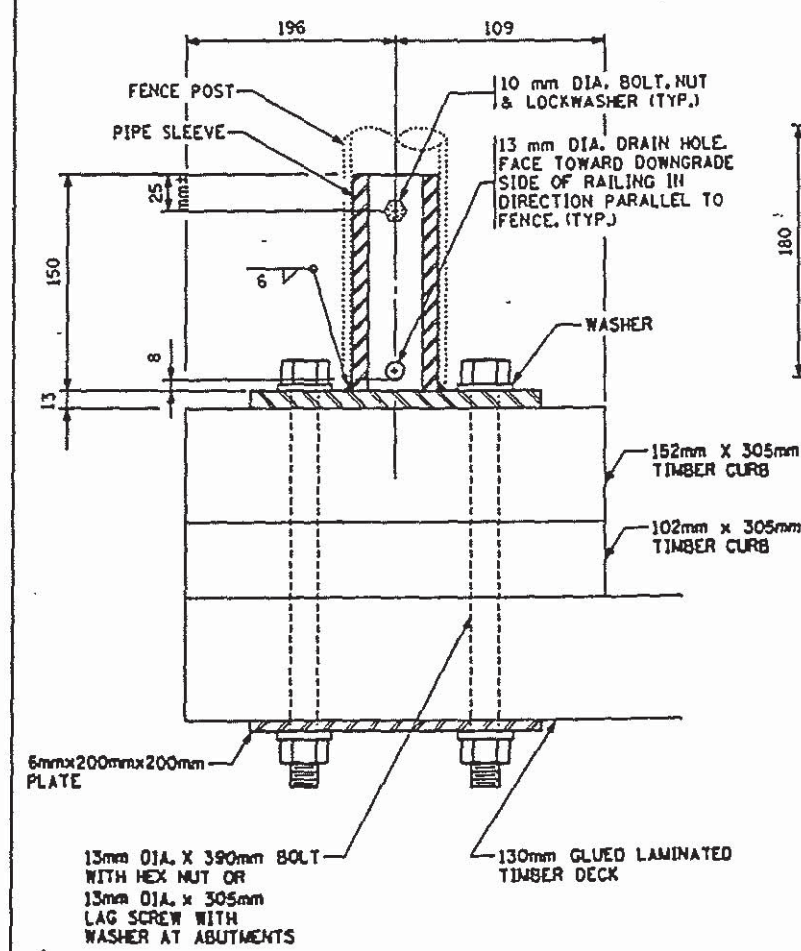
FIG. 5-397.205M



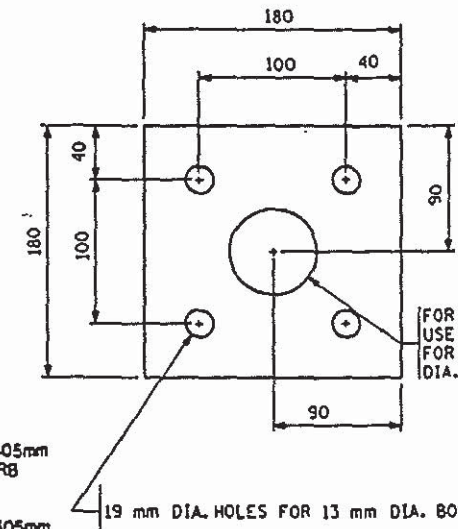
PLAN VIEW - TYPE A
ESTIMATED WEIGHT = 5.5 OR 6.1 kg



PLAN VIEW - TYPE B
ESTIMATED WEIGHT = 4.7 OR 5.3 kg



TYPICAL SECTION



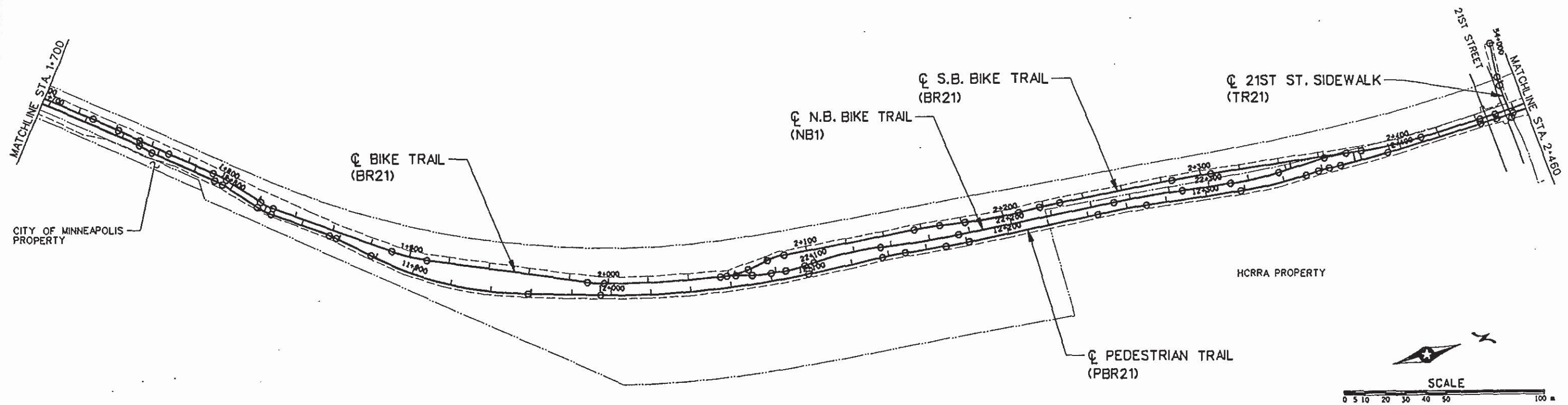
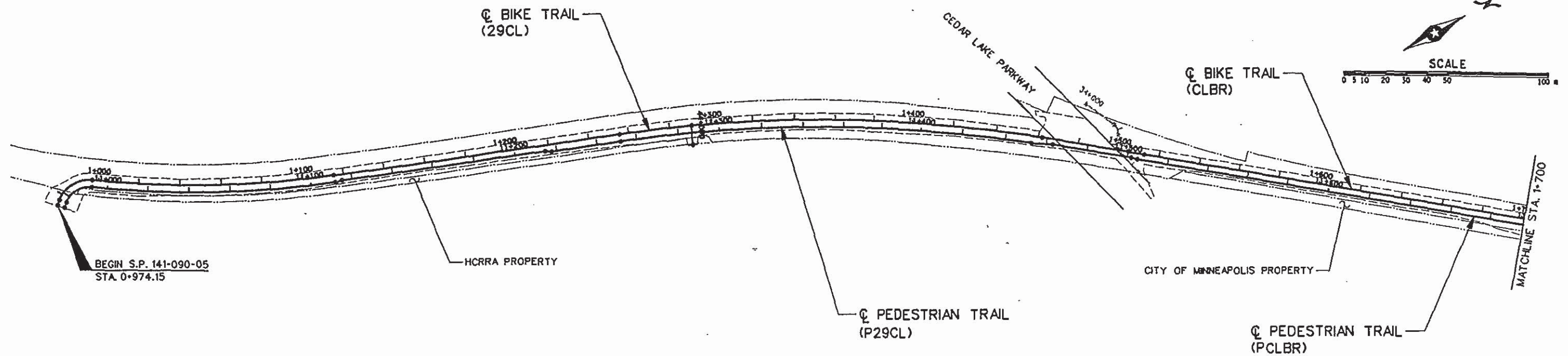
PLAN VIEW - TYPE C
ESTIMATED WEIGHT = 5.4 OR 6.6 kg


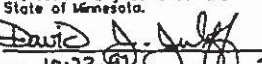

NOTES:
STRUCTURAL STEEL PER SPEC. 3306
STRUCTURAL PIPE PER SPEC. 3362
GALVANIZE THE FENCE POST ANCHORAGE AFTER FABRICATION PER SPEC. 3394. GALVANIZE THE FASTENERS PER SPEC. 3392.
DOUBLE EXTRA STRONG PIPE WEIGHTS:
38 mm NOMINAL DIA. = 9.56 kg/m
50 mm NOMINAL DIA. = 13.44 kg/m
HARDWARE QUANTITIES INCLUDED IN PAYMENT FOR WIRE FENCE DESIGN SPECIAL VINYL COATED.

S.P. 141-090-05

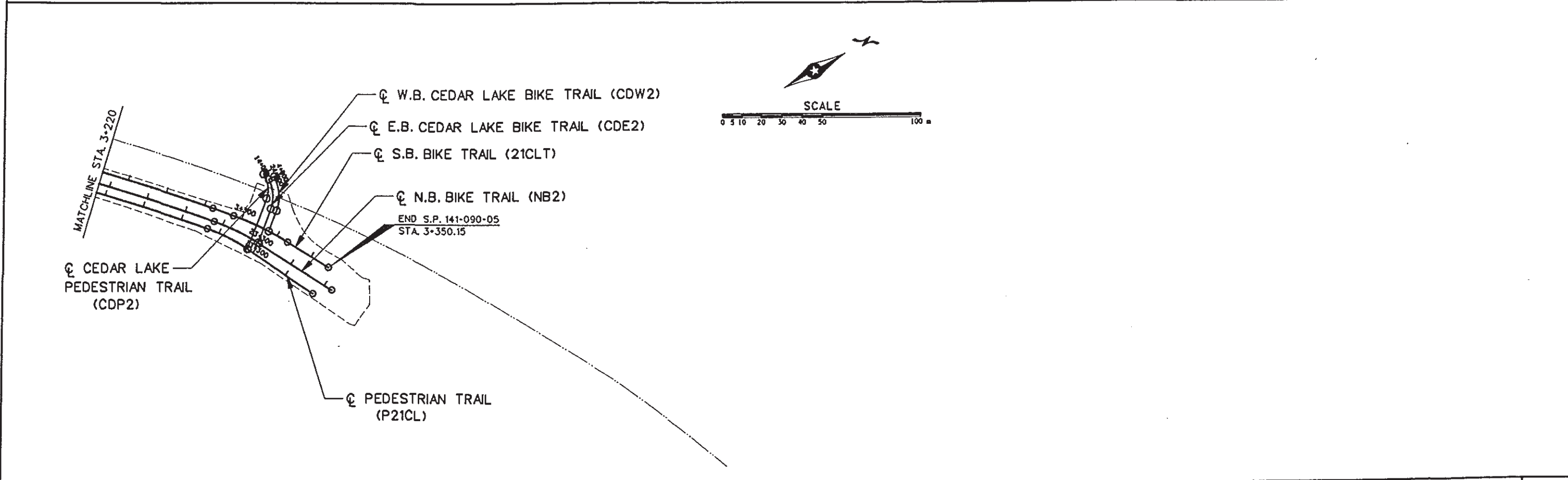
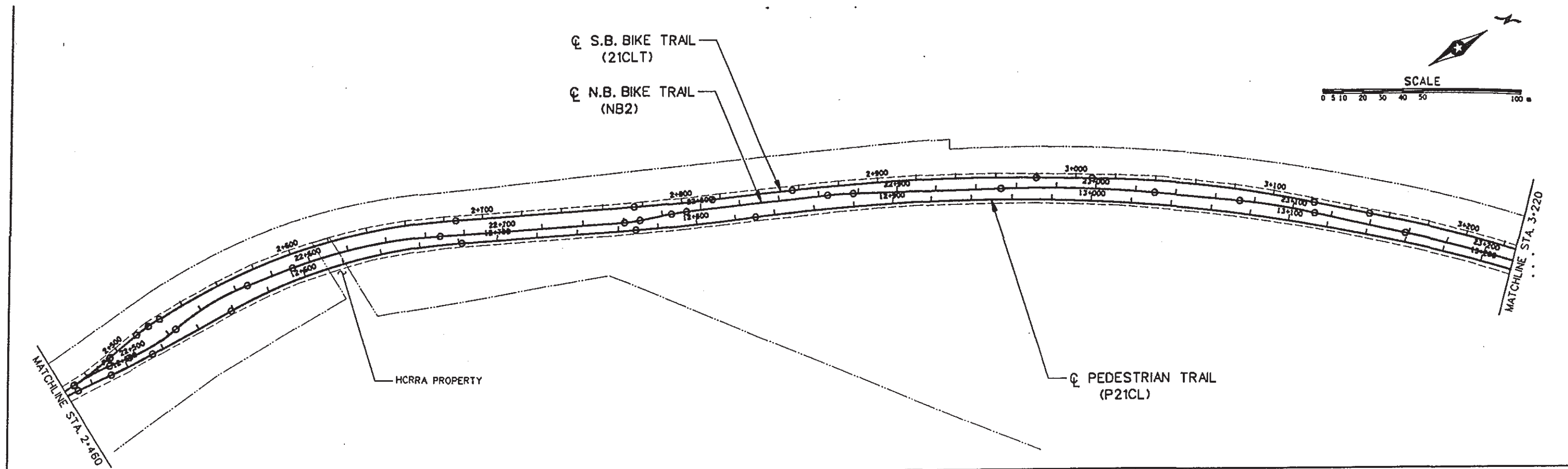
APPROVED: _____	STATE OF MINNESOTA DEPARTMENT OF TRANSPORTATION	REVISION	DETAIL NO. B905M (MODIFIED)
STATE BRIDGE ENGINEER	FENCE POST ANCHORAGE		
CERTIFIED BY: <i>[Signature]</i>	TITLE: BRIDGE DETAILS (SHEET 1 OF 7) KENILWORTH TRAIL	DES: LAE CHK: ORT	DR: JEH CHK: LAE
REG. NO. 14546 Aug 27 1997		APPROVED: _____ SHEET NO. 17 OF 57 SHEETS	

BRIDGE NO.
27A43



							I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the laws of the State of Minnesota.  Date 10-23-97 Reg. No. 23409	STATE PROJECT NO. 141-090-05 CITY PROJECT NO. XXX	DRAWN BY L. VONDRASEK 7-97 DESIGNED BY M. MCGARVEY 7-97 CHECKED BY R. LETIS 7-97 COMM. NO. 0972530	 CONSULTING GROUP, INC.	CITY OF MINNEAPOLIS ALIGNMENT PLAN KENILWORTH TRAIL STA. 0+974.15 TO STA. 2+460			SHEET 18 OF 57
NO	DATE	BY	CHKD	APPR	REVISION									

NAME: API 589.PLN DATE: Oct. 13, 1997



1 8-31-98 MCI SCB DJJ REVISE CEDAR LAKE TRAIL CONNECTION					 <small>minnesota metric</small>	I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the laws of the State of Minnesota. <i>[Signature]</i> Date <u>10-1-98</u> Reg. No. <u>23409</u>	STATE PROJECT NO.	DRAWN BY DATE	 <small>SRF CONSULTING GROUP, INC.</small>	CITY OF MINNEAPOLIS		SHEET 19 OF 57
							141-090-05	L. VANDRASEK 7-97		ALIGNMENT PLAN		
							CITY PROJECT NO. XXX	DESIGNED BY W. MCGARVEY 7-97 CHECKED BY B. LEWIS 7-97 COMM. NO. 0972590		KENILWORTH TRAIL		
NAME: APJ 589.PLN DATE: Sep. 2, 1998 TIME: 14:19:03									STA. 2+460.00 TO STA. 3+350.15			

METRIC ALIGNMENT TABULATION

METRIC ALIGNMENT TABULATION

POINT NO.	POINT	STATION	CURVE DATA				COORDINATES		AZIMUTH
			DELTA	RADIUS	TANGENT	LENGTH	X	Y	
1000	POT	0+974.146					157,249.3610	48,079.4480	N40°42'52.6"W
	PC	0+976.831					157,247.6100	48,081.4827	
29CL-1	PI	0+988.664	76° 32' 26.4" RT	15.000	11.834	20.038	157,239.8909	48,090.4523	PI
	CC						157,258.9795	48,091.2671	
	PRC	0+996.869					157,246.8175	48,100.0470	N35°49'33.8"E
	PRC	0+996.869					157,246.8175	48,100.0470	
29CL-2	PI	1+056.471	14° 09' 24.5" LT	479.988	59.602	118.597	157,281.7041	48,148.3721	PI
	CC						156,857.6442	48,380.9969	
	PT	1+115.466					157,303.7120	48,203.7621	N21°40'09.3"E
	PC	1+255.698					157,355.4925	48,334.0840	
29CL-3	PI	1+359.601	17° 37' 49.0" RT	670.000	103.903	206.163	157,393.8584	48,430.6440	PI
	CC						157,978.1441	48,086.6876	
	PT	1+461.861					157,459.6677	48,511.0487	N39°17'58.4"E
1001	POT	1+504.689					157,486.7940	48,544.1910	
	PC	1+504.690					157,486.7786	48,544.1725	
CLBR-1	PI	1+508.670	0° 22' 48.1" RT	1,200.000	3.980	7.959	157,489.2991	48,547.2523	PI
	CC						158,415.4324	47,784.1711	
	PT	1+512.649					157,491.8399	48,550.3152	N39°40'35.7"E
	PC	1+727.901					157,629.2681	48,715.9860	
CLBR-2	PI	1+734.749	1° 34' 09.9" RT	500.000	6.848	13.696	157,633.6405	48,721.2568	PI
	CC						158,014.0983	48,396.7592	
	PT	1+741.597					157,638.1555	48,726.4060	N41°14'45.7"E
	PC	1+753.424					157,645.9532	48,735.2988	
CLBR-3	PI	1+761.494	1° 50' 57.2" LT	500.000	8.069	16.137	157,651.2733	48,741.3661	PI
	CC						157,270.0104	49,064.9456	
	PT	1+769.562					157,656.3949	48,747.6019	N39°23'48.5"E
	PC	1+793.721					157,671.7286	48,766.2716	
CLBR-4	PI	1+797.439	9° 26' 50.1" RT	45.000	3.718	7.420	157,674.0886	48,769.1450	PI
	CC						157,706.5032	48,737.7106	
	PT	1+801.141					157,676.8882	48,771.5921	N48°50'38.5"E
1200	POT	1+801.141					157,676.8860	48,771.5900	N48°50'28.0"E
	PC	1+821.471					157,692.1924	48,784.9704	
BR21-1	PI	1+824.945	13° 12' 42.4" LT	30.000	3.474	6.918	157,694.8081	48,787.2569	PI
	CC						157,672.4479	48,807.5570	
	PT	1+828.389					157,696.8320	48,790.0808	N35°37'45.6"E
	PC	1+890.732					157,733.1493	48,840.7534	
BR21-2	PI	1+899.792	11° 29' 51.0" LT	90.000	9.061	18.060	157,738.4274	48,848.1178	PI
	CC						157,659.9970	48,893.1819	
	PT	1+908.792					157,742.1317	48,856.3865	N24°07'54.6"E
	PC	1+989.111					157,774.9693	48,929.6866	
BR21-3	PI	1+993.390	8° 09' 27.4" LT	60.000	4.279	8.543	157,776.7185	48,933.5912	PI
	CC						157,720.2128	48,954.2168	
	PCC	1+997.654					157,777.8960	48,937.7045	N15°58'27.2"E
	PCC	1+997.654					157,777.8960	48,937.7045	
BR21-4	PI	2+028.488	6° 35' 49.9" LT	534.991	30.834	61.600	157,786.3817	48,967.3481	PI
	CC						157,263.5632	49,084.9367	
	PCC	2+059.254					157,791.4055	48,997.7703	N9°22'37.3"E
	PCC	2+059.254					157,791.4055	48,997.7703	

POINT NO.	POINT	STATION	CURVE DATA				COORDINATES		AZIMUTH
			DELTA	RADIUS	TANGENT	LENGTH	X	Y	
BR21-5	PI	2+064.752	20° 45' 53.3" LT	30.004	5.497	10.874	157,792.3012	49,003.1941	PI
	CC						157,761.8023	49,002.6589	
	PT	2+070.128					157,791.2158	49,008.5832	N11°23'16.0"W
	PC	2+080.232					157,789.2209	49,018.4877	
BR21-6	PI	2+084.597	16° 33' 23.7" RT	30.000	4.365	8.669	157,788.3590	49,022.7667	PI
	CC						157,818.6303	49,024.4111	
	PT	2+088.901					157,788.7523	49,027.1138	N5°10'07.7"E
	PC	2+156.447					157,794.8375	49,094.3851	
BR21-7	PI	2+163.089	3° 48' 15.5" RT	200.000	6.642	13.280	157,795.4359	49,101.0003	PI
	CC						157,994.0242	49,076.3670	
	PT	2+169.726					157,796.4719	49,107.5612	N8°58'23.2"E
	PC	2+181.990					157,798.3846	49,119.6746	
BR21-8	PI	2+194.822	7° 20' 32.5" LT	200.000	12.832	25.630	157,800.3861	49,132.3499	PI
	CC						157,600.8323	49,150.8688	
	PT	2+207.619					157,800.7513	49,145.1771	N1°37'50.7"E
	PC	2+217.999					157,801.0467	49,155.5530	
BR21-9	PI	2+223.110	2° 55' 39.4" RT	200.000	5.111	10.219	157,801.1921	49,160.6617	PI
	CC						158,000.9657	49,149.8614	
	PT	2+228.219					157,801.5983	49,165.7563	N4°33'30.1"E
	PC	2+285.535					157,806.1535	49,222.8910	
BR21-10	PI	2+295.305	2° 47' 54.3" RT	400.000	9.770	19.537	157,806.9300	49,232.6304	PI
	CC						158,204.8882	49,191.1012	
	PT	2+305.071					157,808.1810	49,242.3202	N7°21'24.4"E
	PC	2+381.273					157,817.9385	49,317.8946	
BR21-11	PI	2+396.397	8° 38' 56.5" LT	200.000	15.124	30.191	157,819.8751	49,332.8942	PI
	CC						157,619.5849	49,343.5041	
	PT	2+411.464					157,819.5340	49,348.0145	N1°17'32.1"W
	PC	2+442.286					157,818.8389	49,378.8292	
BR21-12	PI	2+446.359	1° 33' 19.5" LT	300.000	4.072	8.144	157,818.7470	49,382.9004	PI
	CC						157,518.9152	49,372.0636	
	PT	2+450.430					157,818.5447	49,386.9677	N2°50'51.5"W
1201	POT	2+471.681					157,817.4890	49,408.1920	
	PC	2+471.681					157,817.4892	49,408.1939	
21CLT-1	PI	2+483.315	6° 39' 29.9" LT	200.000	11.634	23.242	157,816.9106	49,419.8136	PI
	CC						157,617.7366	49,398.2480	
	PT	2+494.923					157,814.9887	49,431.2878	N9°30'31.6"W
	PC	2+512.573					157,812.0730	49,448.6951	
21CLT-2	PI	2+516.293	7° 05' 43.6" RT	60.000	3.720	7.430	157,811.4584	49,452.3639	PI
	CC						157,871.2486	49,458.6071	
	PT	2+520.003					157,811.3018	49,456.0806	N2°24'48.0"W
	PC	2+526.541					157,811.0265	49,462.6129	
21CLT-3	PI	2+608.132	29° 57' 11.3" RT	305.000	81.591	159.448	157,807.5909	49,544.1313	PI
	CC						158,115.7560	49,475.4559	
	PT	2+685.989					157,845.3156	49,616.4771	N27°32'23.3"E
	PC	2+775.639					157,886.7662	49,695.9682	

NO	DATE	BY	CKD	APPR	REVISION
NAME: AT1589.PLN	DATE: Aug. 19, 1997	TIME: 11:13:13			



I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the laws of the State of Minnesota.

David A. [Signature]
Date: 10-23-97
Reg. No. 23409



STATE PROJECT NO.
141-090-05
CITY PROJECT NO.
XXX

DRAWN BY DATE
L. VORRASEK 7-97
DESIGNED BY
R. LEWIS 7-97
CHECKED BY
B. WARNER 7-97
COM. NO.
0972590

SRF CONSULTING GROUP, INC.

CITY OF MINNEAPOLIS
ALIGNMENT TABULATION
KENILWORTH TRAIL
SHEET
20
OF
57

METRIC ALIGNMENT TABULATION										METRIC ALIGNMENT TABULATION									
POINT NO.	POINT	STATION	CURVE DATA				COORDINATES		AZIMUTH	POINT NO.	POINT	STATION	CURVE DATA				COORDINATES		AZIMUTH
			DELTA	RADIUS	TANGENT	LENGTH	X	Y					DELTA	RADIUS	TANGENT	LENGTH	X	Y	
21CLT-4	PI	2+795.766	2° 31' 13.0" LT	915.000	20.127	40.248	157,896.0724	49,713.8149	PI		PT	12+269.919				157,814.7123	49,207.3426	N7°16'58.2"E	
	CC						157,075.4450	50,119.0319			PC	12+317.917				157,820.7969	49,254.9535		
	PT	2+815.887					157,904.5848	49,732.0536	N25°01'10.3"E	PBR21-9	PI	12+334.764	9° 37' 48.0" LT	200.000	16.847	33.615	157,822.9326	49,271.6647	PI
	PC	2+856.632					157,921.8170	49,768.9753			CC					157,622.4104	49,280.3070		
21CLT-5	PI	2+918.330	7° 42' 54.8" RT	915.000	61.698	123.210	157,947.9109	49,824.8841	PI		PT	12+351.532				157,822.2426	49,288.4978	N2°20'49.8"W	
	CC						158,750.9568	49,381.9971			PC	12+358.060				157,821.9753	49,295.0207		
	PT	2+979.842					157,981.2743	49,876.7837	N32°44'05.1"E	PBR21-10	PI	12+360.775	4° 26' 33.1" RT	70.000	2.715	5.428	157,821.8641	49,297.7335	PI
	PC	3+008.177					157,996.5963	49,900.6184			CC					157,891.9165	49,297.8875		
21CLT-6	PI	3+065.028	10° 38' 56.8" RT	610.000	56.852	113.376	158,027.3389	49,948.4411	PI		PT	12+363.488				157,821.9633	49,300.4469	N2°05'43.3"E	
	CC						158,509.7180	49,570.7606			PC	12+369.326				157,822.1768	49,306.2808		
	PT	3+121.553					158,066.3894	49,989.7591	N43°23'01.9"E	PBR21-11	PI	12+381.315	3° 26' 01.1" LT	400.000	11.989	23.971	157,822.6151	49,318.2620	PI
	PC	3+149.891					158,085.8543	50,010.3543			CC					157,422.4442	49,320.9060		
21CLT-7	PI	3+217.280	8° 25' 27.8" RT	915.000	67.389	134.536	158,132.1428	50,059.3306	PI		PRC	12+393.297				157,822.3351	49,330.2480	N1°20'17.7"W	
	CC						158,750.8471	49,381.8565			PRC	12+393.297				157,822.3351	49,330.2480		
	PT	3+284.426					158,185.1070	50,100.9970	N51°48'29.7"E	PBR21-12	PI	12+393.301	0° 02' 45.0" RT	10.132	0.004	0.008	157,822.3350	49,330.2520	PI
	PC	3+295.615					158,193.9006	50,107.9148			CC					157,832.4643	49,330.4846		
21CLT-8	PI	3+310.966	11° 41' 11.9" RT	150.000	15.351	30.596	158,205.9657	50,117.4063	PI		PT	12+393.305				157,822.3350	49,330.2561	N1°17'32.7"W	
	CC						158,286.6449	49,990.0229			PC	12+441.958				157,821.2376	49,378.8968		
	PT	3+326.210					158,219.7032	50,124.2571	N63°29'41.6"E	PBR21-13	PI	12+446.068	1° 33' 25.9" LT	302.400	4.110	8.219	157,821.1449	49,383.0054	PI
1300	POT	3+350.155					158,241.1310	50,134.9430			CC					157,518.9145	49,372.0762		
	PC	11+791.240					157,675.5332	48,765.9662			PT	12+450.177				157,820.9406	49,387.1099	N2°50'58.6"W	
PBR21-1	PI	11+793.402	9° 09' 26.1" RT	27.000	2.162	4.315	157,676.9139	48,767.6302	PI		PC	12+459.036				157,820.5001	49,395.9586		
	CC						157,696.3116	48,748.7251		PBR21-14	PI	12+465.462	9° 11' 04.0" RT	80.000	6.426	12.824	157,820.1807	49,402.3764	PI
	PT	11+795.555					157,678.5419	48,769.0533	N48°50'30.7"E		CC					157,900.4012	49,399.9358		
	PC	11+816.308					157,694.1663	48,782.7112			PT	12+471.860				157,820.8897	49,408.7628	N6°20'05.3"E	
PBR21-2	PI	11+820.129	13° 12' 43.8" LT	33.000	3.822	7.610	157,697.0437	48,785.2265	PI	3300	POT	12+471.860				157,820.8900	49,408.7640	N6°19'44.4"E	
	CC						157,672.4477	48,807.5568			PC	12+490.527				157,822.9478	49,427.3173		
	PT	11+823.917					157,699.2700	48,788.3329	N35°37'46.9"E	P21CL-1	PI	12+502.152	4° 26' 17.5" LT	300.000	11.625	23.238	157,824.2293	49,438.8714	PI
	PC	11+855.029					157,717.3941	48,813.6205			CC					157,524.7762	49,460.3884		
PBR21-3	PI	11+856.885	7° 04' 48.7" RT	30.000	1.856	3.707	157,718.4753	48,815.1291	PI		PT	12+513.765				157,824.6129	49,450.4900	N1°53'26.9"E	
	CC						157,741.7781	48,796.1442			PC	12+558.594				157,826.0920	49,495.2943		
	PT	11+858.736					157,719.7341	48,816.4928	N42°42'35.7"E	P21CL-2	PI	12+621.196	25° 38' 55.6" RT	275.000	62.602	123.105	157,828.1575	49,557.8618	PI
	PC	11+877.625					157,732.5461	48,830.3722			CC					158,100.9422	49,486.2207		
PBR21-4	PI	11+918.767	25° 44' 58.7" LT	180.000	41.142	80.895	157,760.4524	48,860.6035	PI		PT	12+681.699				157,857.1021	49,613.3701	N27°32'22.5"E	
	CC						157,600.2826	48,952.4638			PC	12+768.705				157,897.3301	49,690.5172		
	PT	11+958.520					157,772.4539	48,899.9563	N16°57'36.9"E	P21CL-3	PI	12+799.671	3° 50' 05.3" LT	925.000	30.967	61.910	157,911.6478	49,717.9750	PI
	PC	11+994.467					157,782.9399	48,934.3397			CC					157,077.1403	50,118.2015		
PBR21-5	PI	12+046.561	13° 30' 15.2" LT	440.000	52.094	103.705	157,798.1361	48,984.1679	PI		PRC	12+830.615				157,924.0971	49,746.3289	N23°42'17.3"E	
	CC						157,362.0767	49,062.6914			PRC	12+830.615				157,924.0971	49,746.3289		
	PT	12+098.172					157,801.2765	49,036.1670	N3°27'21.7"E	P21CL-4	PI	13+056.691	28° 03' 05.1" RT	905.012	226.076	443.085	158,014.9853	49,953.3309	PI
	PC	12+136.684					157,803.5981	49,074.6094			CC					158,752.7523	49,382.4920		
PBR21-6	PI	12+142.881	3° 32' 58.3" RT	200.000	6.197	12.390	157,803.9717	49,080.7952	PI		PCC	13+273.700				158,192.5420	50,093.2741	N51°45'22.4"E	
	CC						158,003.2344	49,062.5528			PCC	13+273.700				158,192.5420	50,093.2741		
	PT	12+149.074					157,804.7275	49,086.9460	N7°00'20.1"E	P21CL-5	PI	13+285.455	14° 06' 42.0" RT	94.977	11.756	23.392	158,201.7747	50,100.5509	PI
	PC	12+170.151					157,807.2981	49,107.8649			CC					158,251.3334	50,018.6810		
PBR21-7	PI	12+175.729	3° 11' 43.4" LT	200.000	5.578	11.154	157,807.9785	49,113.4017	PI		PT	13+297.092				158,212.5029	50,105.3571	N65°52'04.4"E	
	CC						157,608.7913	49,132.2581		3301	POT	13+336.706				158,248.6550	50,121.5530		
	PT	12+181.305					157,808.3492	49,118.9678	N3°48'36.7"E										
	PC	12+245.045					157,812.5850	49,182.5669											
PBR21-8	PI	12+257.489	4° 45' 02.1" RT	300.000	12.444	24.874	157,813.1348	49,194.9989	PI										
	CC						158,112.2921	49,169.3124											

NO. DATE BY CKD APPR NAME: AT2 589.PLN DATE: Sep. 23, 1997 TIME: 14:27:22				 I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the laws of the State of Minnesota. Date 10-23-97 R. Warner 23409		STATE PROJECT NO. 141-090-05 CITY PROJECT NO. XXX		DRAWN BY DATE L. VANDRASEK 7-97 DESIGNED BY R. LEWIS 7-97 CHECKED BY R. WARNER 7-97 COMM. NO. 0972590				CITY OF MINNEAPOLIS ALIGNMENT TABULATION KENILWORTH TRAIL		SHEET 21 OF 56	
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METRIC ALIGNMENT TABULATION										METRIC ALIGNMENT TABULATION									
POINT NO.	POINT	STATION	CURVE DATA				COORDINATES		AZIMUTH	POINT NO.	POINT	STATION	CURVE DATA				COORDINATES		AZIMUTH
			DELTA	RADIUS	TANGENT	LENGTH	X	Y					DELTA	RADIUS	TANGENT	LENGTH	X	Y	
NB1-1	PI	22+056.860	4° 23' 40.0" RT	100.000	3.837	7.670	157,791.5001	48,998.2598	PI		CC						157,837.8188	49,715.3897	
	CC						157,889.4115	48,977.5701			PT	22+768.155					157,894.1757	49,694.8009	N20°04'07.3"E
	PT	22+060.693					157,792.4366	49,001.9805	N14°07'44.0"E		PC	22+784.564					157,899.8063	49,710.2132	
	PC	22+068.791					157,794.4134	49,009.8335		NB2-6	PI	22+788.455	4° 57' 06.2" RT	90.000	3.891	7.778	157,901.1416	49,713.8684	PI
NB1-2	PI	22+073.290	8° 34' 34.9" LT	60.000	4.499	8.981	157,795.5116	49,014.1964	PI		CC						157,984.3416	49,679.3301	
	CC						157,736.2284	49,024.4797			PT	22+792.342					157,902.7875	49,717.3947	N25°01'13.4"E
	PT	22+077.772					157,795.9469	49,018.6742	N5°33'09.1"E		PC	22+864.358					157,933.2460	49,782.6526	
	PC	22+084.901					157,796.6367	49,025.7702		NB2-7	PI	22+870.895	4° 59' 27.0" RT	150.000	6.537	13.066	157,936.0109	49,788.5763	PI
NB1-3	PI	22+089.667	9° 04' 55.1" LT	60.000	4.765	9.511	157,797.0978	49,030.5132	PI		CC						158,069.1696	49,719.2115	
	CC						157,736.9183	49,031.5757			PT	22+877.424					157,939.2805	49,794.2370	N30°00'40.5"E
	PT	22+094.412					157,796.8045	49,035.2694	N3°31'46.0"W		PC	22+952.303					157,976.7326	49,859.0765	
	PC	22+099.213					157,796.5089	49,040.0618		NB2-8	PI	22+990.971	7° 15' 15.3" RT	610.000	38.668	77.232	157,996.0731	49,892.5600	PI
NB1-4	PI	22+116.878	13° 25' 58.9" RT	150.000	17.665	35.168	157,795.4214	49,057.6931	PI		CC						158,504.9482	49,553.9729	
	CC						157,946.2244	49,049.2961			PT	23+029.535					158,019.4868	49,923.3333	N37°15'55.7"E
	PRC	22+134.381					157,798.4596	49,075.0947	N9°54'12.9"E		PC	23+072.459					158,045.4779	49,957.4942	
	PRC	22+134.381					157,798.4596	49,075.0947		NB2-9	PI	23+092.067	7° 21' 23.9" RT	305.000	19.608	39.161	158,057.3504	49,973.0987	PI
NB1-5	PI	22+154.527	5° 46' 00.5" LT	399.983	20.146	40.258	157,801.9245	49,094.9406	PI		CC						158,288.2086	49,772.8140	
	CC						157,404.4368	49,143.8880			PT	23+111.621					158,071.1233	49,987.0544	N44°37'19.6"E
	PT	22+174.639					157,803.3778	49,115.0342	N4°08'12.4"E		PC	23+158.260					158,103.8838	50,020.2499	
	PC	22+251.814					157,808.9450	49,192.0084		NB2-10	PI	23+215.499	7° 11' 54.1" RT	910.000	57.239	114.328	158,144.0903	50,060.9903	PI
NB1-6	PI	22+269.156	3° 36' 43.1" RT	550.000	17.342	34.672	157,810.1960	49,209.3052	PI		CC						158,751.5808	49,381.0405	
	CC						158,357.5121	49,152.3328			PT	23+272.588					158,189.0849	50,096.3715	N51°49'13.7"E
	PT	22+286.487					157,812.5342	49,226.4888	N7°44'55.5"E		PC	23+275.333					158,191.2431	50,098.0686	
	PC	22+311.121					157,815.8556	49,250.8975		NB2-11	PI	23+288.228	12° 15' 59.0" RT	120.000	12.895	25.691	158,201.3793	50,106.0391	PI
NB1-7	PI	22+323.535	9° 27' 43.9" LT	150.000	12.414	24.772	157,817.5294	49,263.1984	PI		CC						158,265.4184	50,003.7392	
	CC						157,667.2252	49,271.1219			PT	23+301.024					158,212.9774	50,111.6742	N64°05'12.7"E
	PT	22+335.893					157,817.1582	49,275.6071	N1°42'48.5"W	3500	POT	23+344.373					158,251.9680	50,130.6180	
	PC	22+359.781					157,816.4439	49,299.4845											
NB1-8	PI	22+365.332	9° 04' 07.1" RT	70.000	5.551	11.079	157,816.2779	49,305.0334	PI	4600	POT								
	CC						157,886.4126	49,301.5776			PC								
	PT	22+370.860					157,816.9886	49,310.5390	N7°21'18.6"E	TEMP-1	PI								
											CC								
	PC	22+465.438					157,817.4686	49,408.5982			PT								
NB2-1	PI	22+475.669	11° 41' 00.9" RT	100.000	10.231	20.392	157,816.9390	49,418.8158	PI		PC								
	CC						157,917.3346	49,413.7749		TEMP-2	PI								
	PT	22+485.830					157,818.4895	49,428.9290	N8°42'58.4"E		CC								
	PC	22+496.614					157,820.1237	49,439.5884			PT								
NB2-2	PI	22+510.515	19° 42' 52.6" LT	80.000	13.901	27.527	157,822.2302	49,453.3287	PI		PC								
	CC						157,741.0476	49,451.7117		TEMP-3	PI								
	PRC	22+524.141					157,819.5782	49,466.9742	N10°59'54.2"W		CC								
	PRC	22+524.141					157,819.5782	49,466.9742			PT								
NB2-3	PI	22+545.431	20° 58' 45.2" RT	114.990	21.290	42.104	157,815.5164	49,487.8737	PI		PC								
	CC						157,932.4558	49,488.9121		TEMP-4	PI								
	PT	22+566.245					157,819.2064	49,508.8419	N9°58'50.9"E		CC								
	PC	22+590.789					157,823.4604	49,533.0147			PT								
NB2-4	PI	22+629.476	17° 35' 36.7" RT	250.000	38.688	76.766	157,830.1656	49,571.1168	PI		PC								
	CC						158,069.6768	49,489.6851		TEMP-5	PI								
	PT	22+667.555					157,848.0741	49,605.4099	N27°34'27.6"E		CC								
	PC	22+760.295					157,891.0035	49,687.6158			PT								
NB2-5	PI	22+764.231	7° 30' 20.4" LT	60.000	3.936	7.860	157,892.8252	49,691.1043	PI	4601	POT								

1	8-31-98	MCI	SGR	DJJ	REVISE CEDAR LAKE TRAIL CONNECTION
NO	DATE	BY	CHKD	APPR	REVISION
NAME: ATJ 589.PLN	DATE: Sept. 2, 1998				



I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the laws of the State of Minnesota.

David J. Sullivan
Date: 10-1-98 Reg. No. 23409

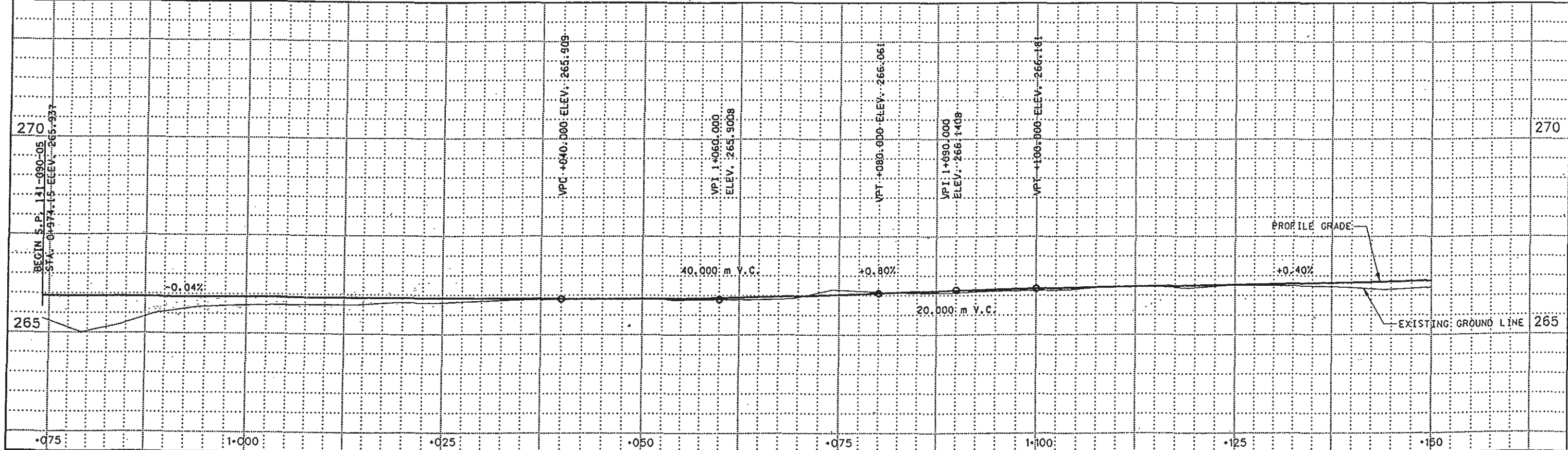
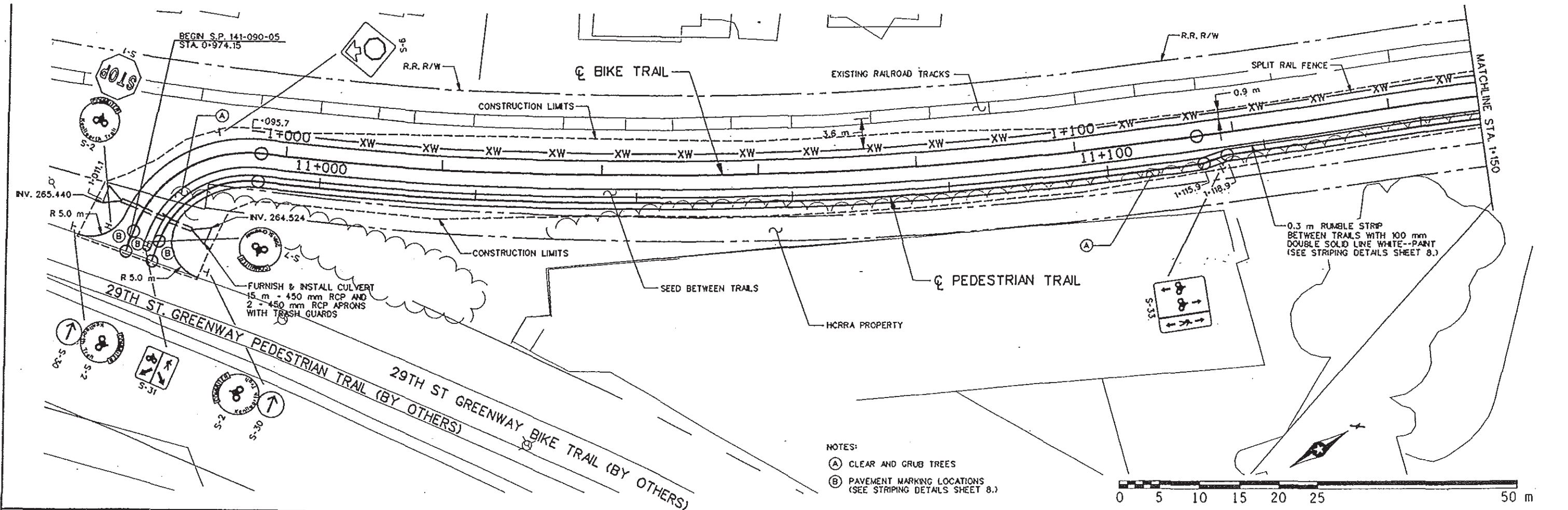
STATE PROJECT NO.
141-090-05
CITY PROJECT NO.
XXX

DRAWN BY DATE
L. Vondrasek 7-97
DESIGNED BY
R. Lewis 7-97
CHECKED BY
B. Warner 7-97
COMM. NO.
0972590

SRF CONSULTING GROUP, INC.

CITY OF MINNEAPOLIS
ALIGNMENT TABULATION
KENILWORTH TRAIL

SHEET
22
OF
56



1		2-6-98	WTA	MRT	DJJ	REVISE PER FEDERAL REVIEW
NO	DATE	BY	CHK	APPR	REVISION	
NAME: CPT 589.PLN DATE: Oct. 24, 1997 TIME: 11:01:42						

minnesota metric

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the laws of the State of Minnesota.

David J. Gelfand

Date 10-23-98 Ref. No. 23409

STATE PROJECT NO. 141-090-05

CITY PROJECT NO. XXX

DRAWN BY M. MCGARVEY DATE 6-97

DESIGNED BY M. MCGARVEY DATE 6-97

CHECKED BY R. LEWIS DATE 8-97

COMM. NO. 0972590

SRF CONSULTING GROUP, INC.

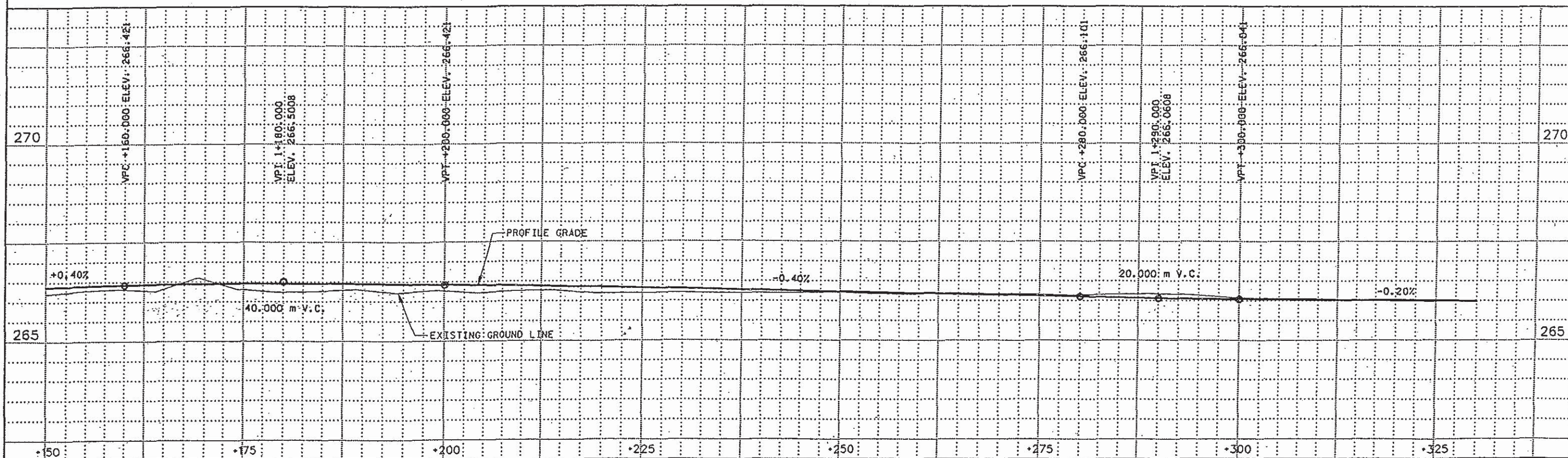
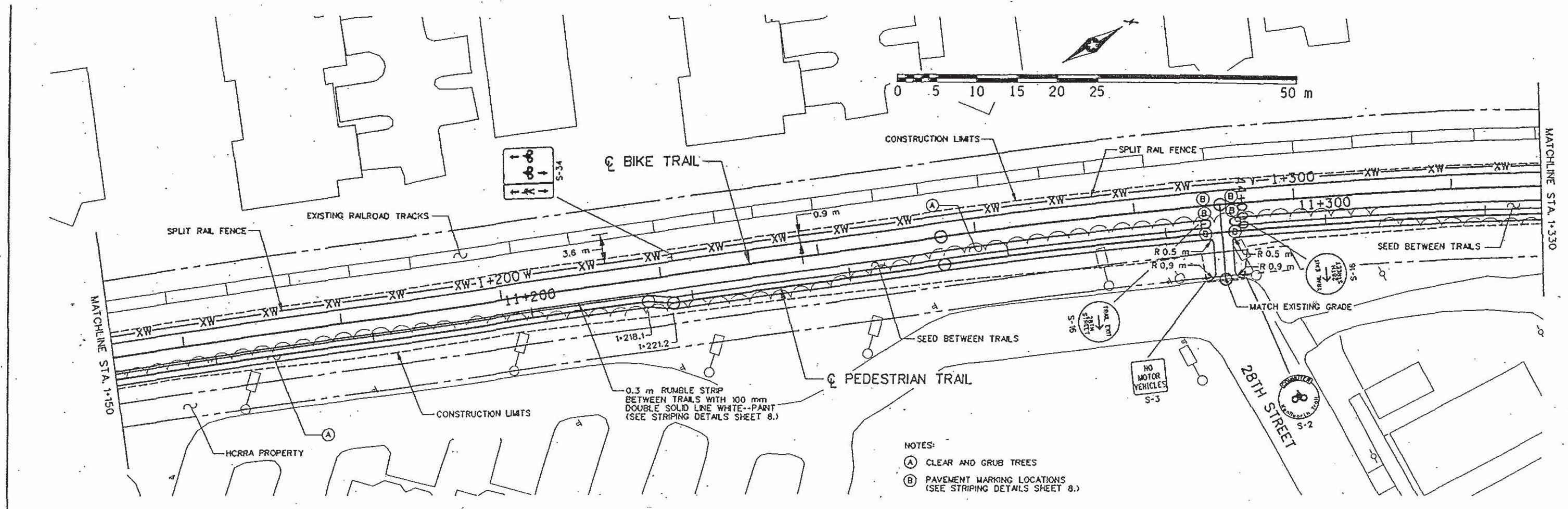
CITY OF MINNEAPOLIS

PLAN AND PROFILE

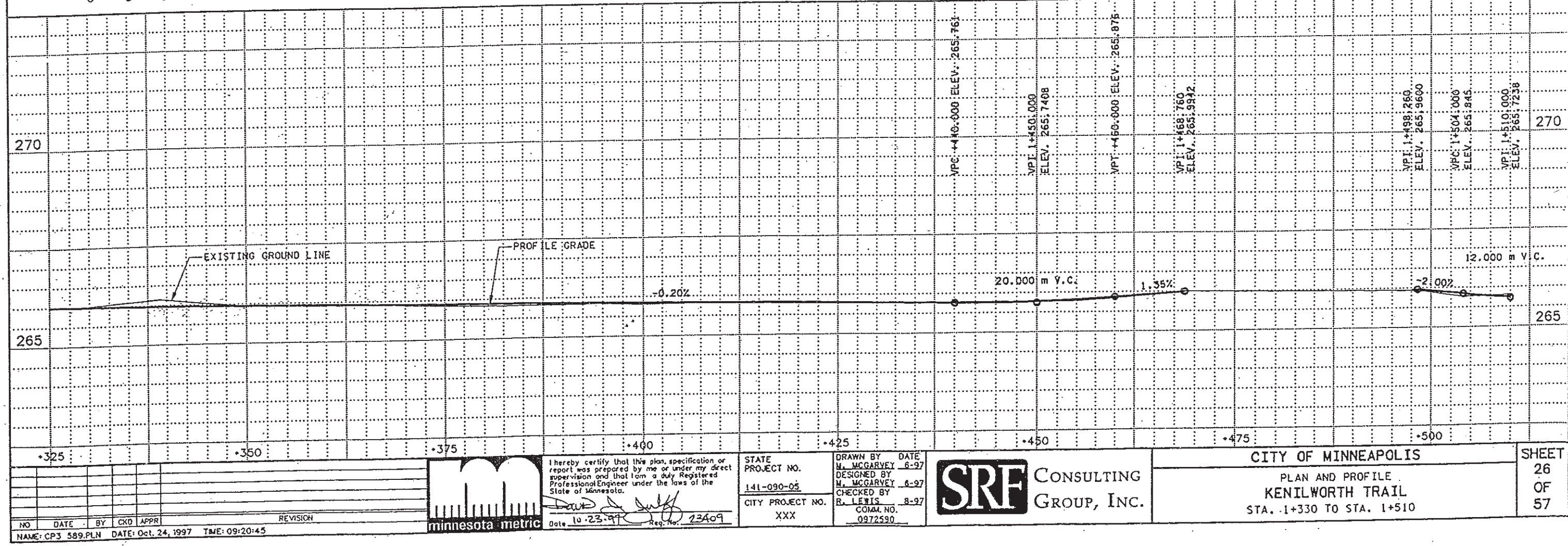
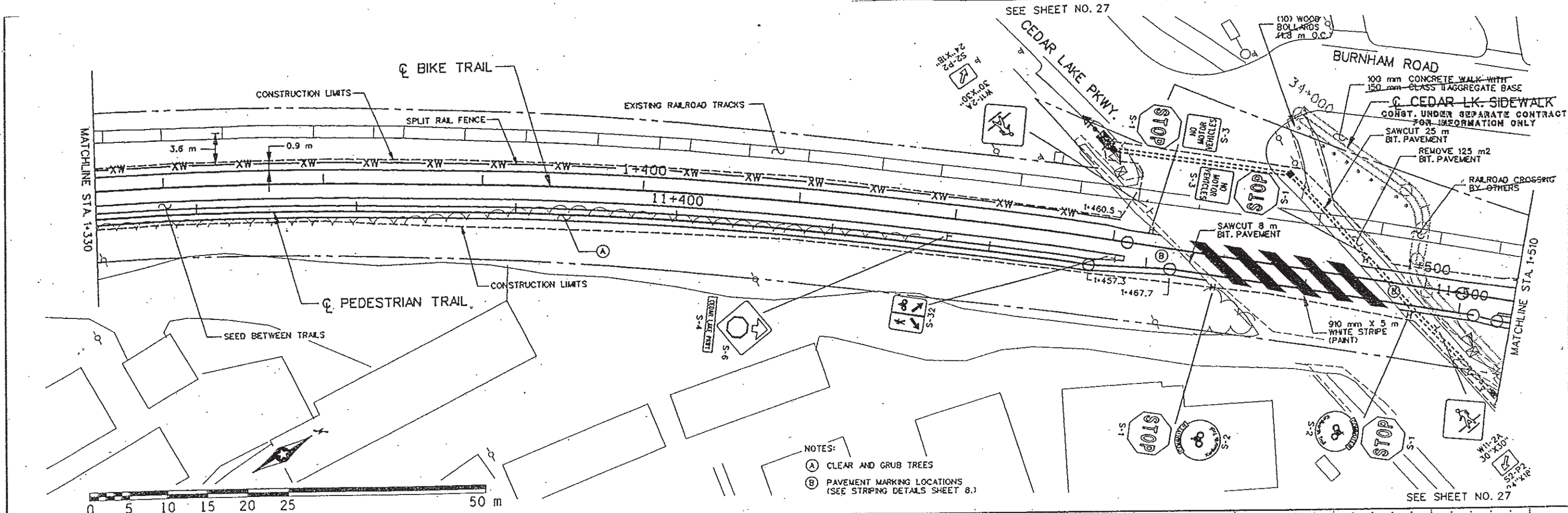
KENILWORTH TRAIL

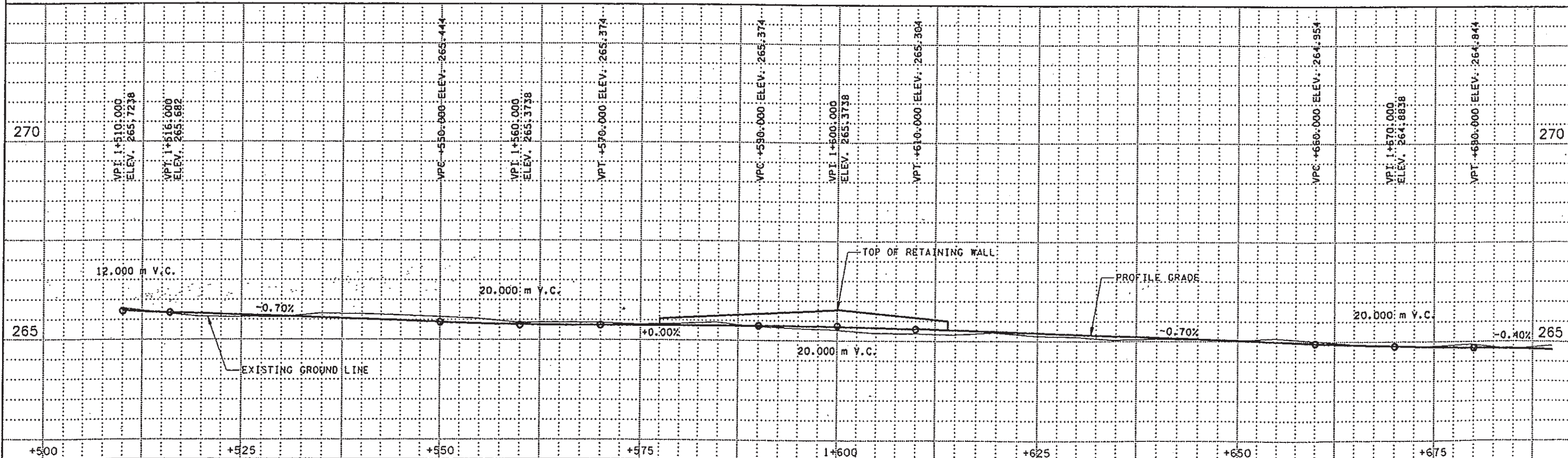
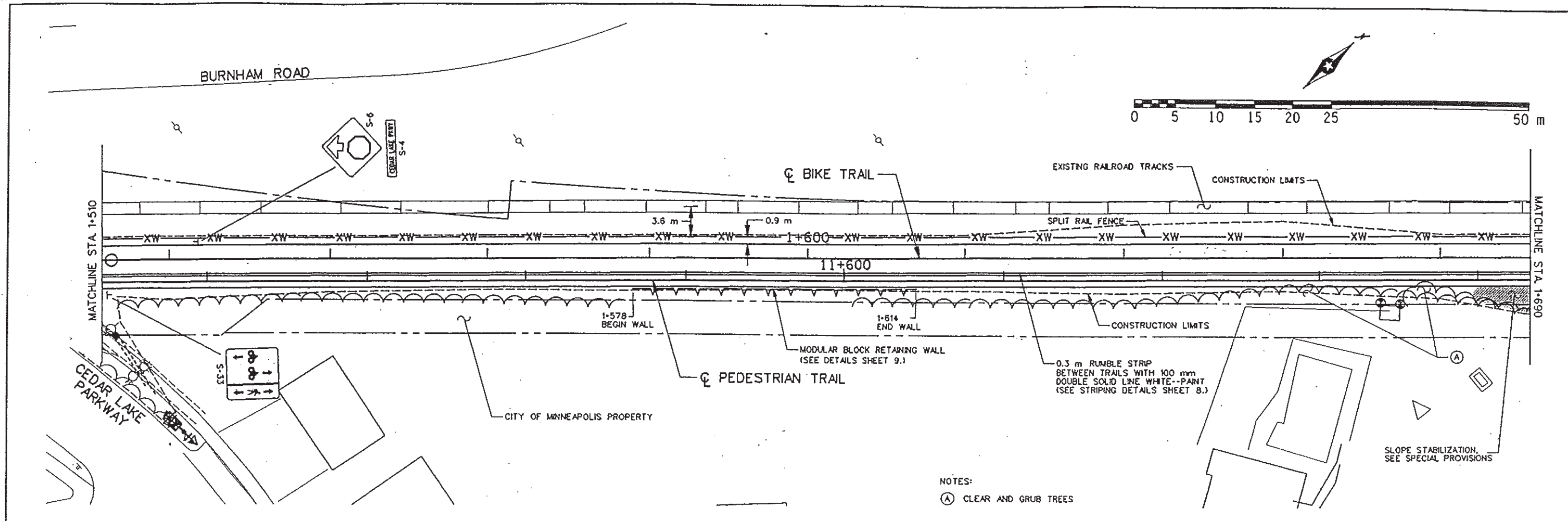
STA. 0+974.15 TO STA. 1+150

SHEET 24 OF 57

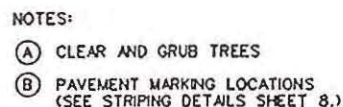


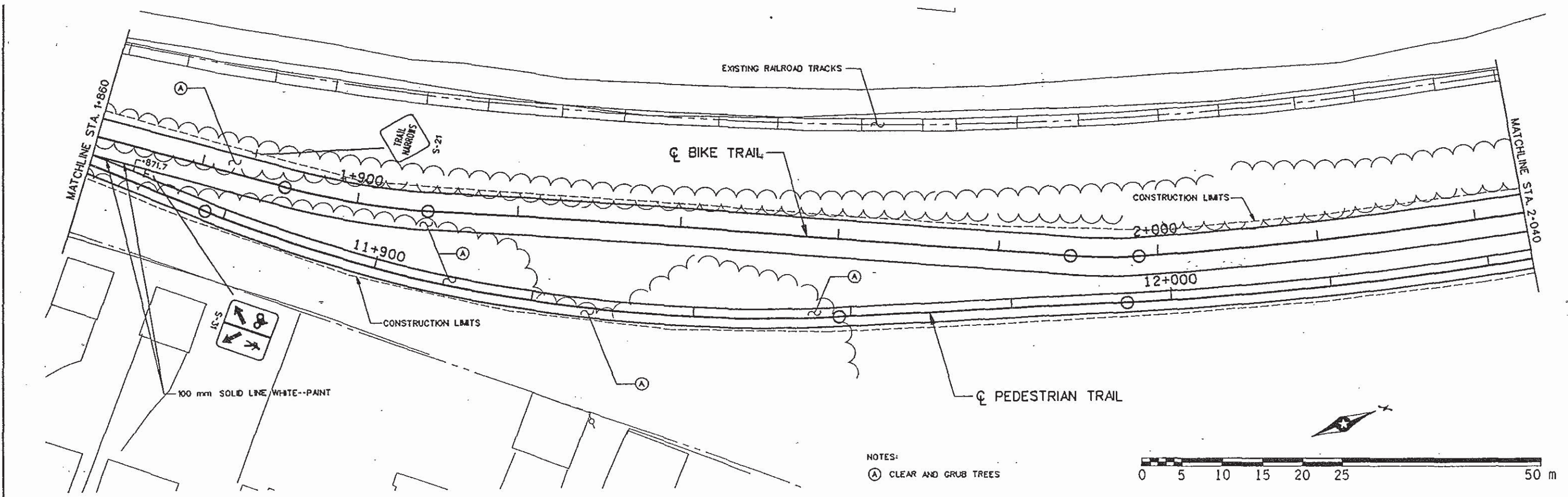
NAME: CP2 589.PLN DATE: Oct. 24, 1997 TIME: 10:59:43				I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the laws of the State of Minnesota. <i>David J. Guly</i> Date: 10-23-97 Reg. No. 23409		STATE PROJECT NO. 141-090-05 CITY PROJECT NO. XXX		DRAWN BY: M. MCGARVEY DATE: 6-97 DESIGNED BY: M. MCGARVEY DATE: 6-97 CHECKED BY: R. LEWIS DATE: 8-97 COMM. NO. 0972590		SRF CONSULTING GROUP, INC.		CITY OF MINNEAPOLIS PLAN AND PROFILE KENILWORTH TRAIL STA. 1+150 TO STA. 1+330		SHEET 25 OF 57	
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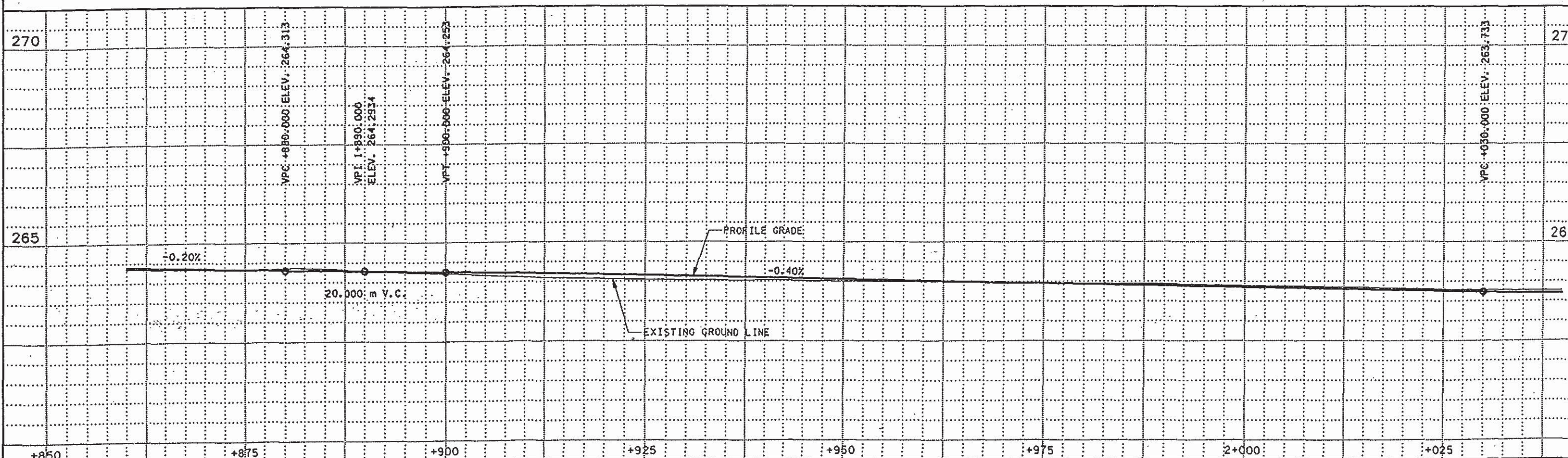


1		2-6-98	WTA	MRT	DJJ	REVISE PER FEDERAL REVIEW
<div style="display: flex; justify-content: space-between;"> <div> <p>NAME: CP4 589.PLN DATE: Oct. 23, 1997 TIME: 17:37:07</p> </div> <div> <p>STATE PROJECT NO. 141-090-05</p> <p>CITY PROJECT NO. XXX</p> </div> <div> <p>DRAWN BY M. MCGARVEY DATE 6-97</p> <p>DESIGNED BY M. MCGARVEY DATE 6-97</p> <p>CHECKED BY R. LEWIS DATE 8-97</p> <p>COMM. NO. 0972590</p> </div> <div> <p>CITY OF MINNEAPOLIS</p> <p>PLAN AND PROFILE</p> <p>KENILWORTH TRAIL</p> <p>STA. 1+510 TO STA. 1+690</p> </div> <div> <p>SHEET 28 OF 57</p> </div> </div>						

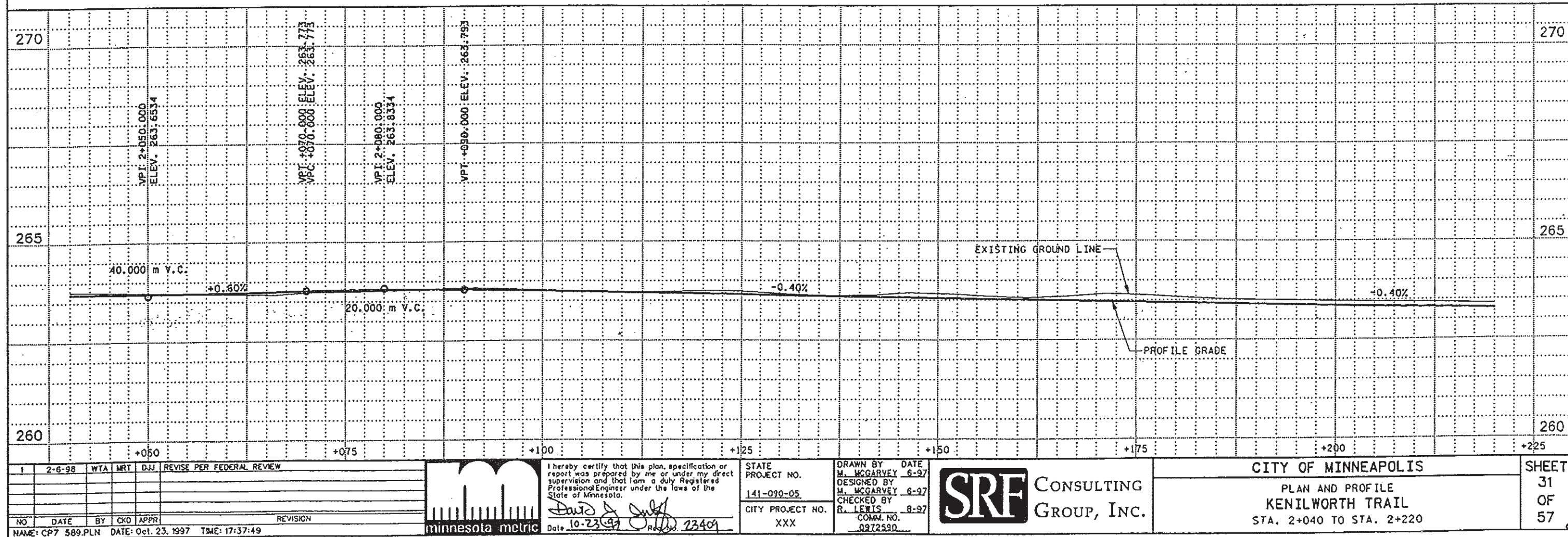
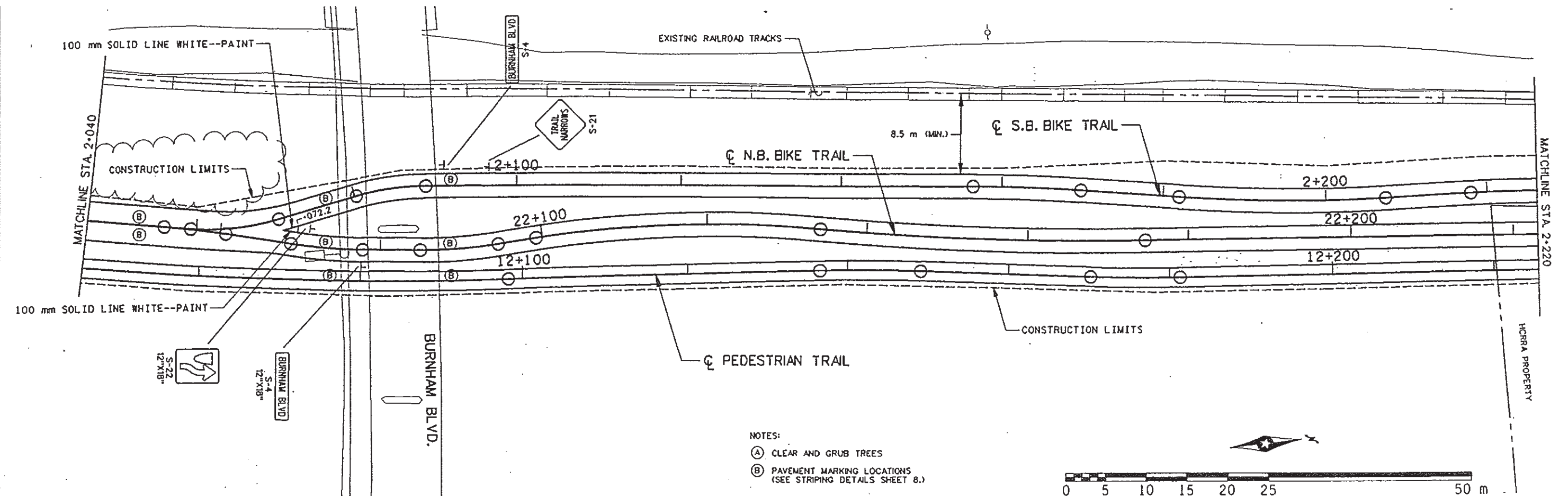


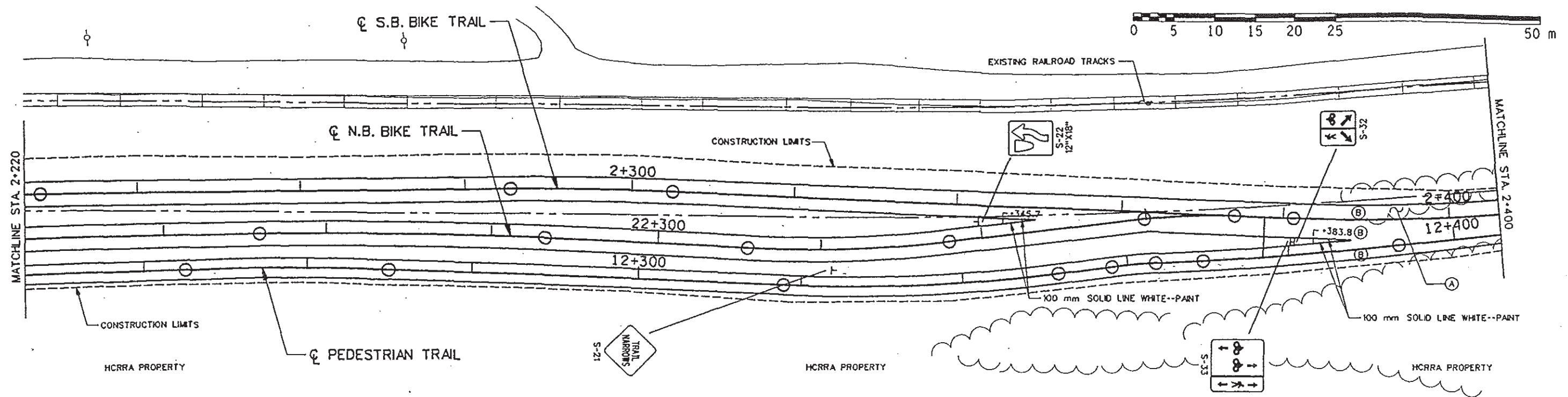


NOTES:
 (A) CLEAR AND GRUB TREES

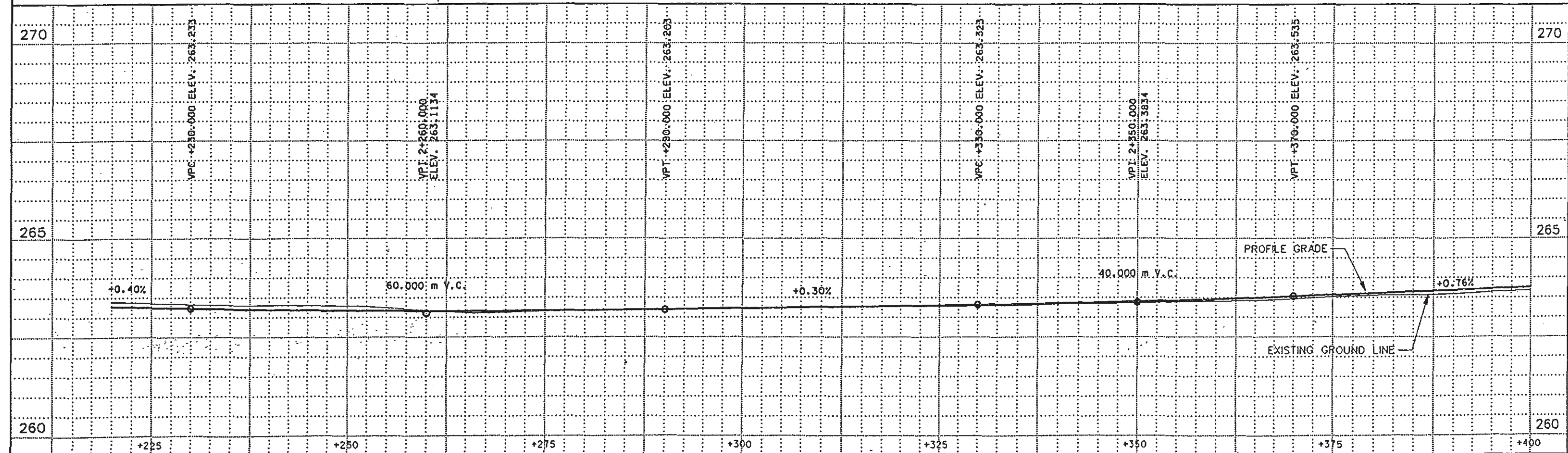


NO. DATE BY CKD APPR NAME: CP6 589.PLN DATE: Oct. 13, 1997			I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the laws of the State of Minnesota. <i>David D. Juley</i> Date: 10-23-97 Reg. No. 23409	STATE PROJECT NO. 141-030-05 CITY PROJECT NO. XXX	DRAWN BY M. MCGARVEY DATE 6-97 DESIGNED BY M. MCGARVEY DATE 6-97 CHECKED BY R. LEWIS DATE 8-97 CONAL NO. 0972590		CITY OF MINNEAPOLIS PLAN AND PROFILE KENILWORTH TRAIL STA. 1+860 TO STA. 2+040	SHEET 30 OF 57
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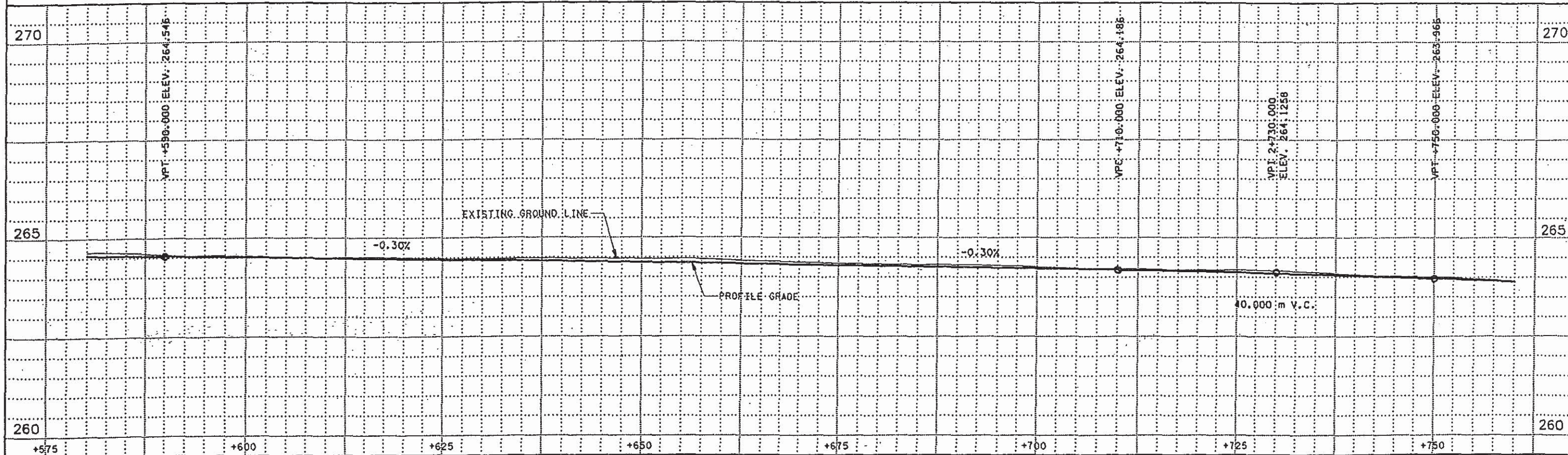
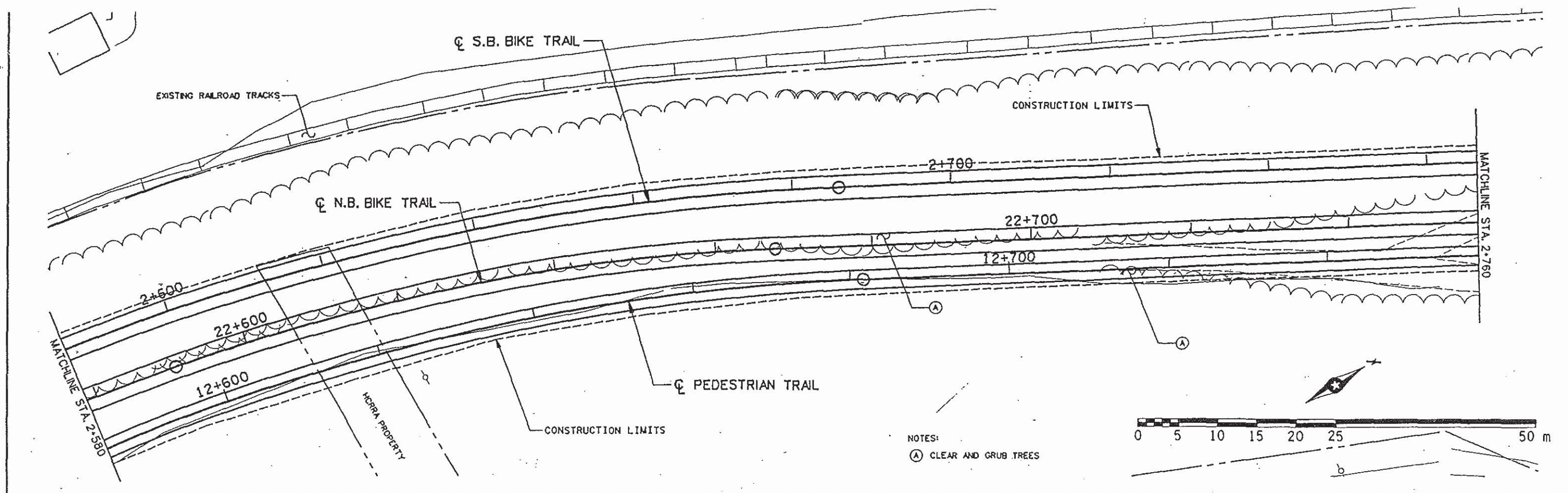


- NOTES:
- (A) CLEAR AND GRUB TREES
 - (B) PAVEMENT MARKING LOCATIONS (SEE STRIPING DETAILS SHEET 8.)



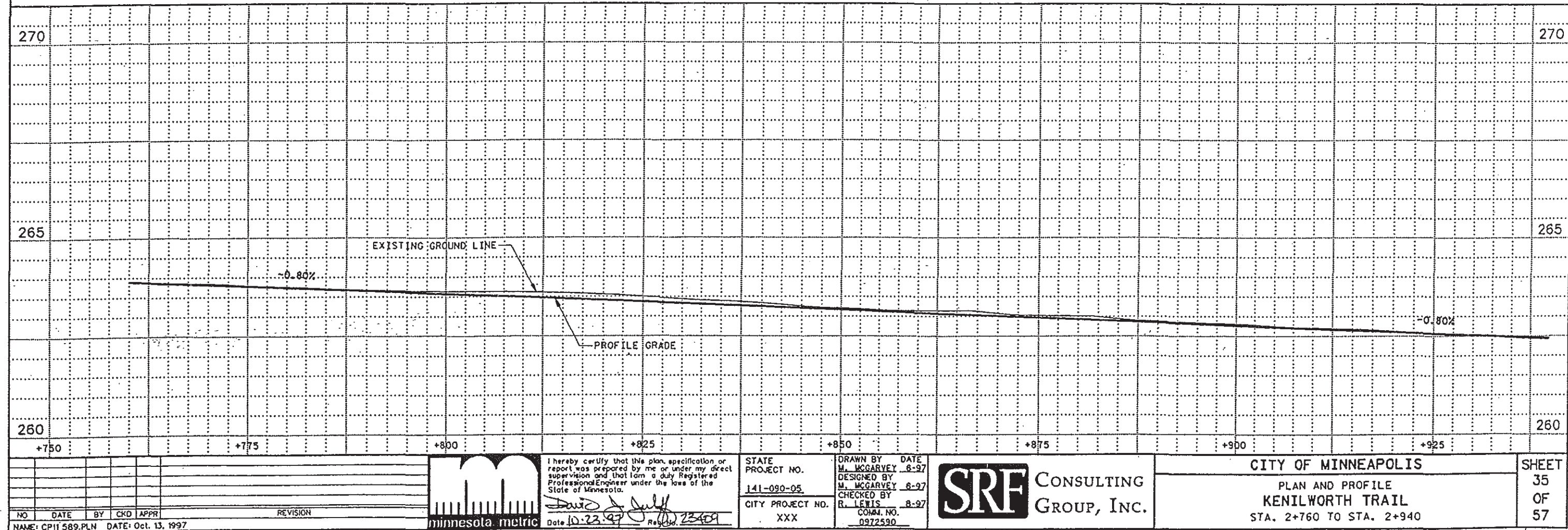
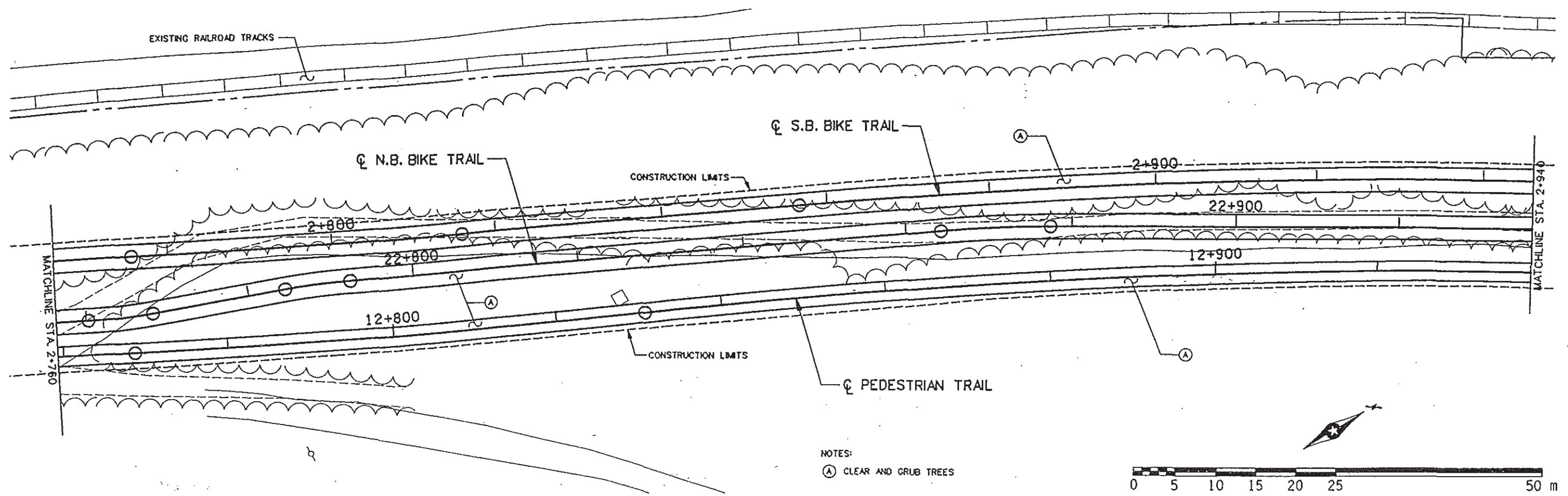
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1	2-6-98	WTA	MRT	DJJ	REVISE PER FEDERAL REVIEW																				
NO	DATE	BY	CKD	APPR	REVISION																				
NAME: CPB 589.PLN DATE: Oct. 23, 1997 TIME: 17:38:52																									





NO. DATE BY CKD APPR NAME: CPIO 589.PLN DATE: Oct. 13, 1997				I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the laws of the State of Minnesota. <i>David J. Guly</i> Date 10.23.97 Reg. No. 023409		STATE PROJECT NO. 141-090-05 CITY PROJECT NO. XXX		DRAWN BY M. MCGARVEY DATE 8-97 DESIGNED BY M. MCGARVEY DATE 8-97 CHECKED BY R. LEWIS DATE 8-97 COMM. NO. 0972590		SRF CONSULTING GROUP, INC.		CITY OF MINNEAPOLIS PLAN AND PROFILE KENILWORTH TRAIL STA. 2+580 TO STA. 2+760		SHEET 34 OF 57	
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EXHIBIT A



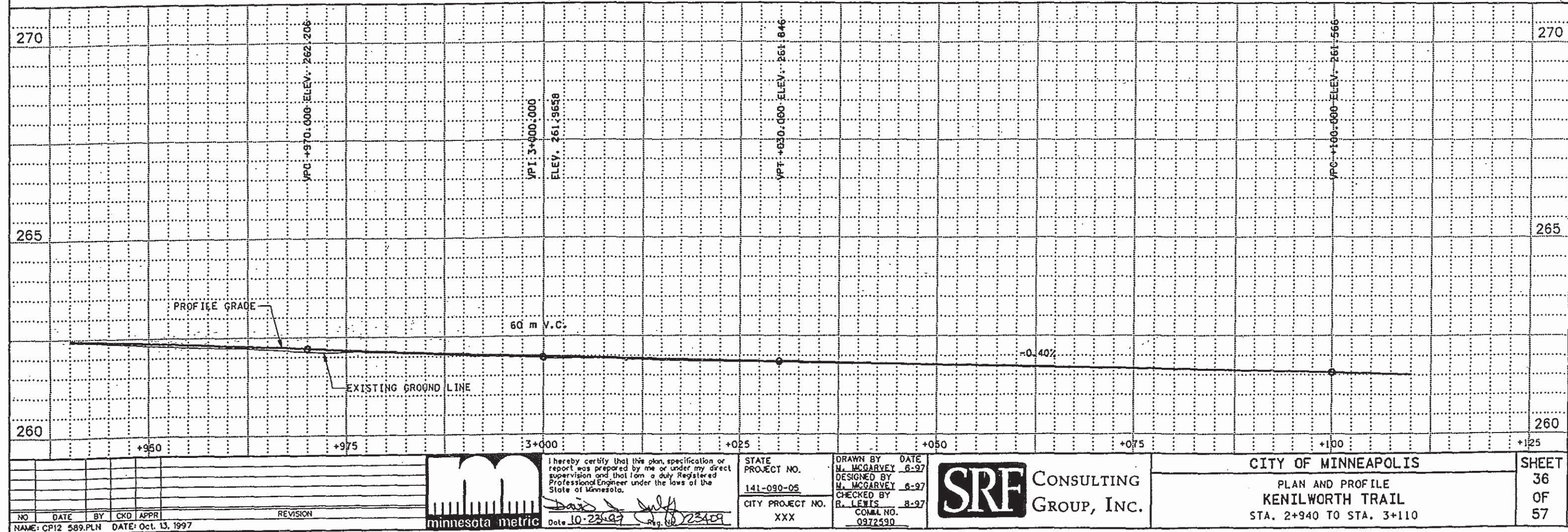
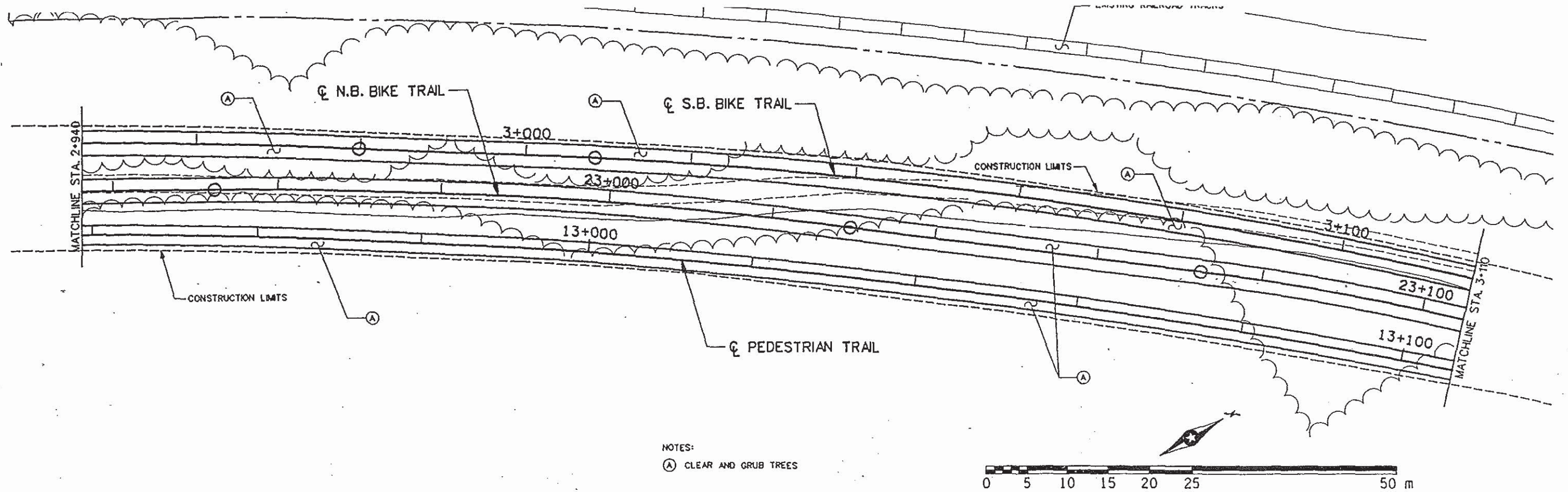


EXHIBIT A

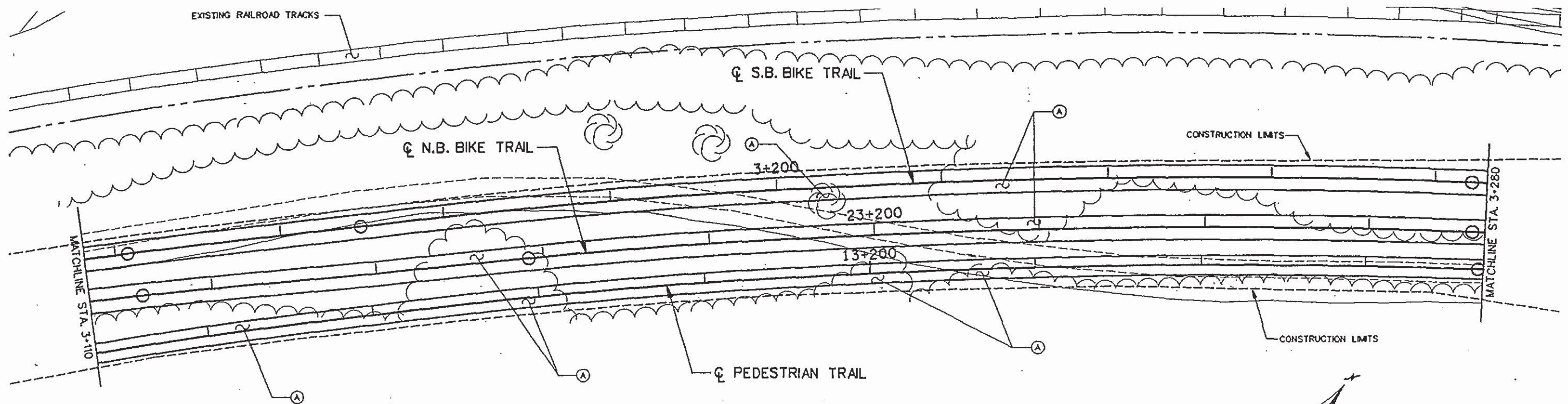


EXHIBIT A

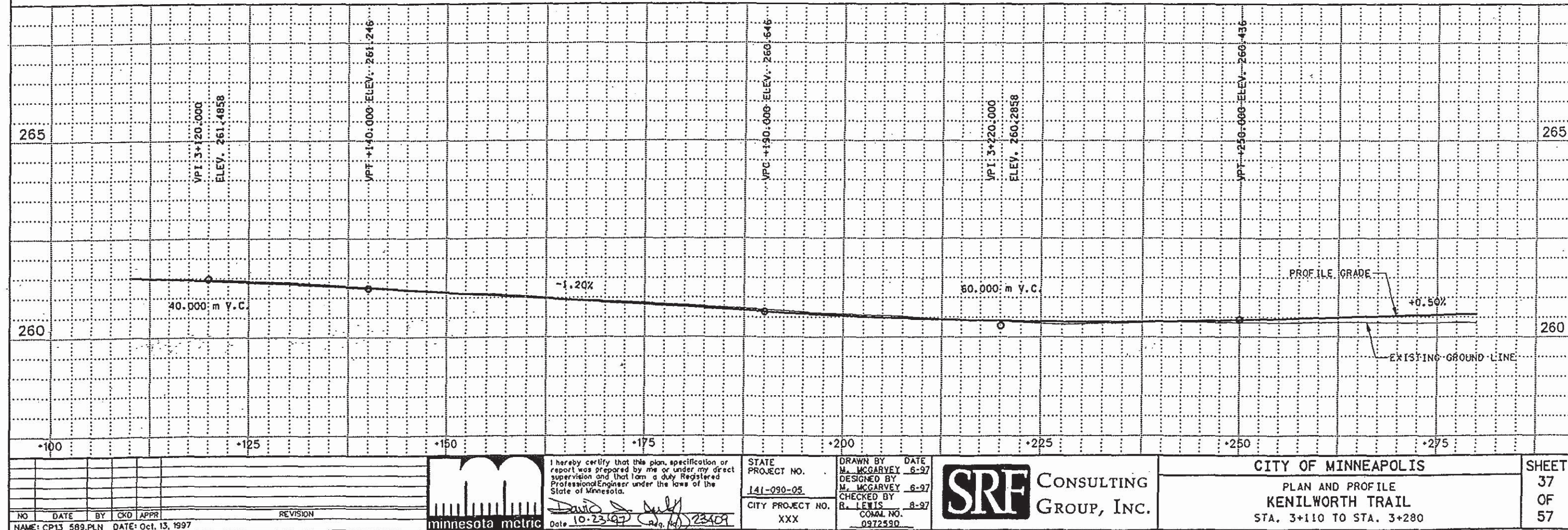
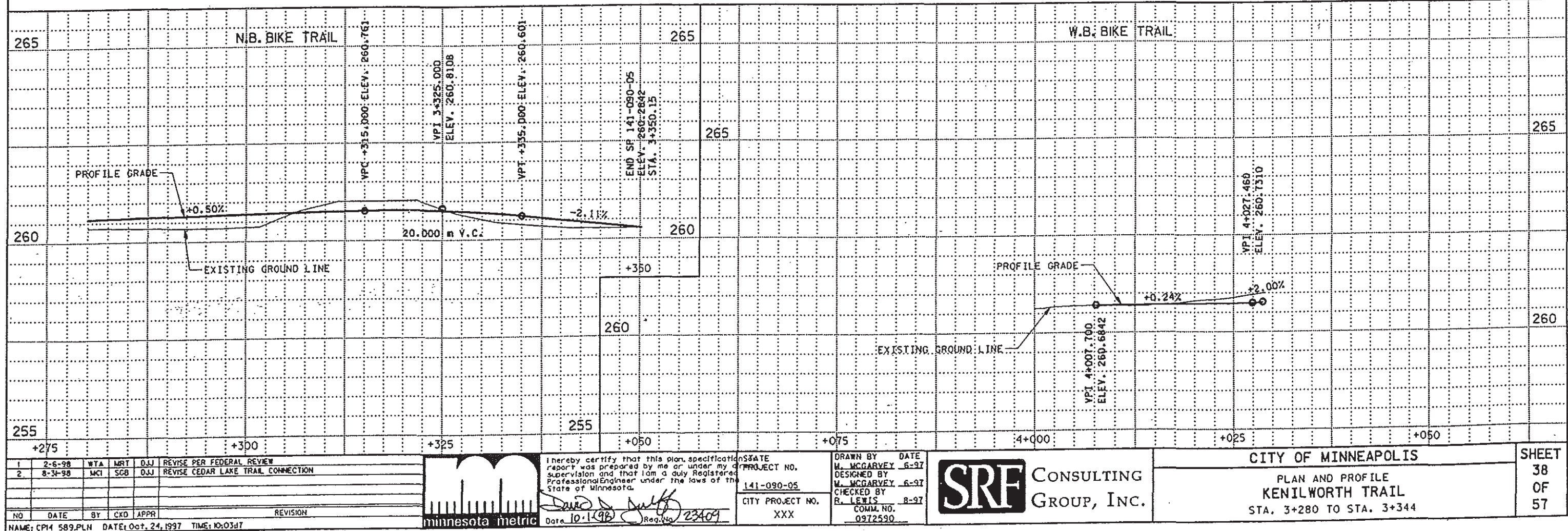
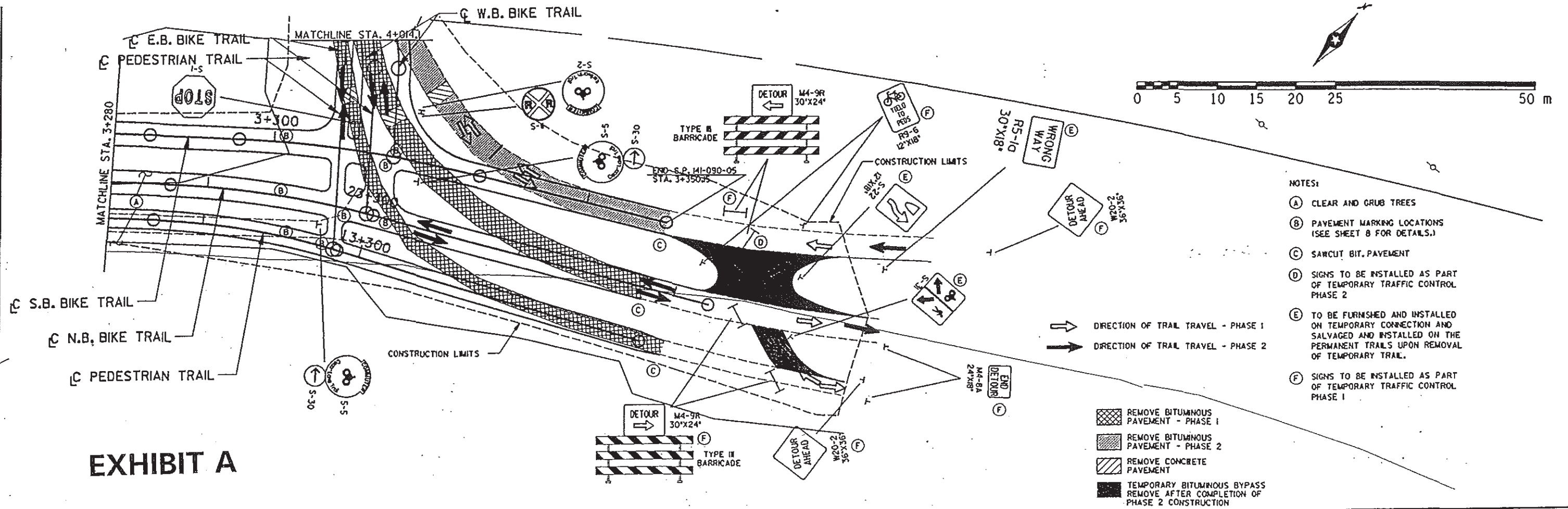


EXHIBIT A





- NOTES:
- (A) CLEAR AND GRUB TREES
 - (B) PAVEMENT MARKING LOCATIONS (SEE SHEET 8 FOR DETAILS.)
 - (C) SAWCUT BIT. PAVEMENT
 - (D) SIGNS TO BE INSTALLED AS PART OF TEMPORARY TRAFFIC CONTROL PHASE 2
 - (E) TO BE FURNISHED AND INSTALLED ON TEMPORARY CONNECTION AND SALVAGED AND INSTALLED ON THE PERMANENT TRAILS UPON REMOVAL OF TEMPORARY TRAIL.
 - (F) SIGNS AND BARRELS TO BE INSTALLED AS PART OF TEMPORARY TRAFFIC CONTROL - PHASE 1
-
- REMOVE BITUMINOUS PAVEMENT - PHASE 1
 - REMOVE BITUMINOUS PAVEMENT - PHASE 2
 - REMOVE CONCRETE PAVEMENT
-
- DIRECTION OF TRAIL TRAVEL - PHASE 1
- DIRECTION OF TRAIL TRAVEL - PHASE 2

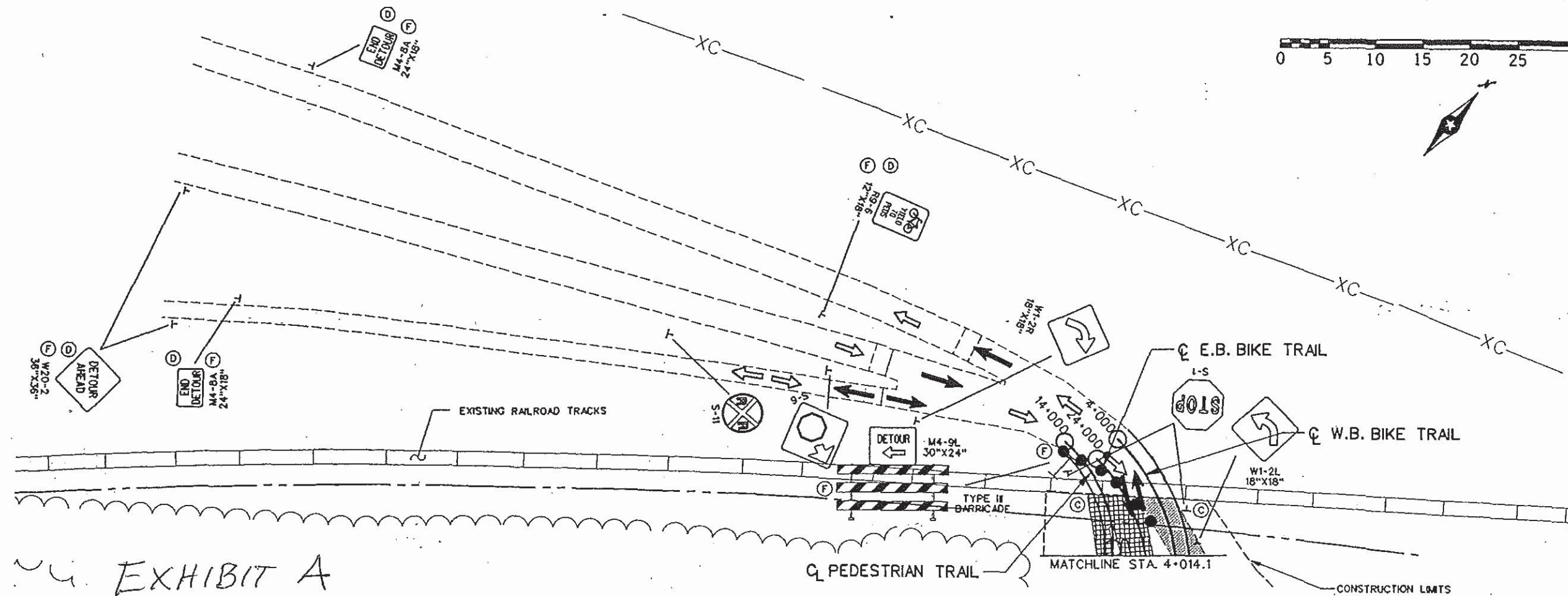


EXHIBIT A

1		2-6-98	WTA	MRT	DJJ	REVISE PER FEDERAL REVIEW
2		8-31-98	MCI	SGB	DJJ	REVISE CEDAR LAKE TRAIL CONNECTION
NO	DATE	BY	CHK	APPR	REVISION	
NAME: CPM 589 PLN DATE: Sep. 09, 1998						

minnesota metric

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the laws of the State of Minnesota.

David J. Suter
Date: 10-1-98 Reg. No. 23409

STATE PROJECT NO.
141-090-05

CITY PROJECT NO.
XXX

DRAWN BY DATE
L. VOORHASEK 8-97

DESIGNED BY
M. MCGARVEY 8-97

CHECKED BY
R. LEWIS 7-97

COMM. NO.
0972590

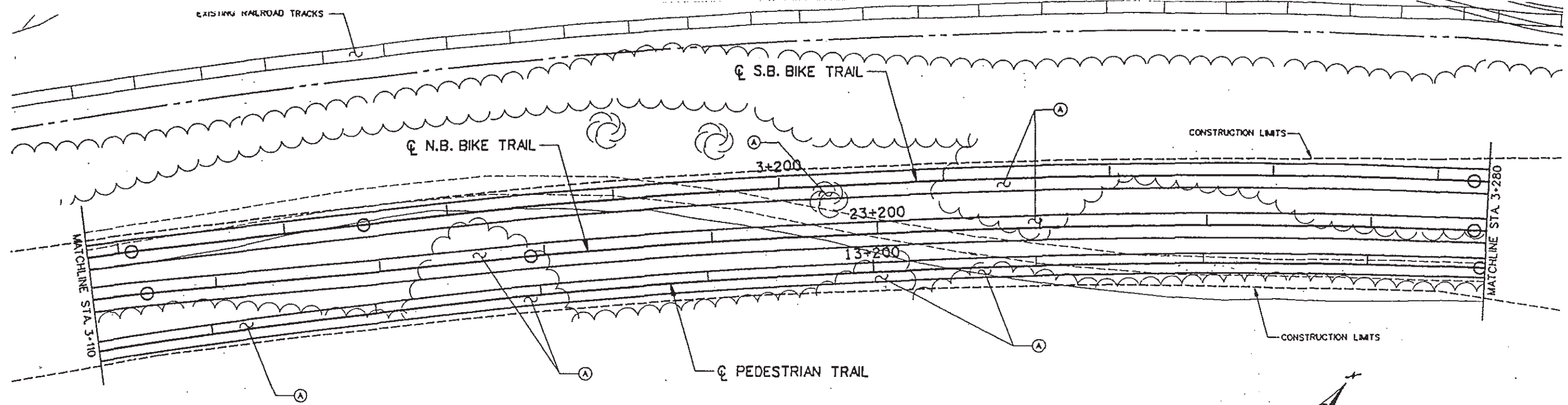
SRF CONSULTING GROUP, INC.

CITY OF MINNEAPOLIS

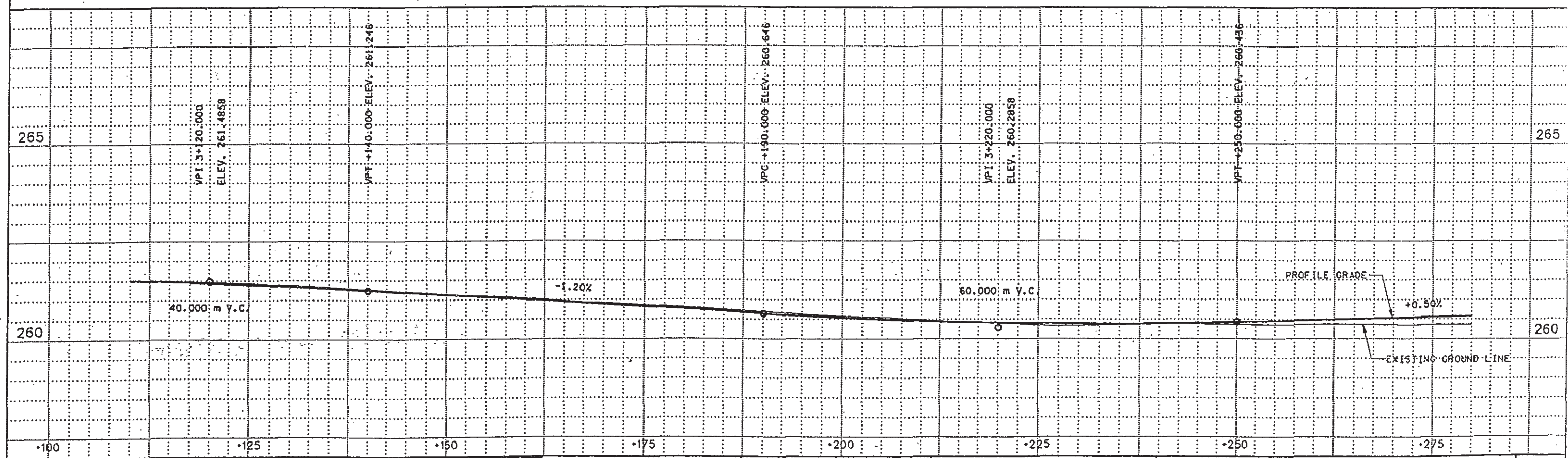
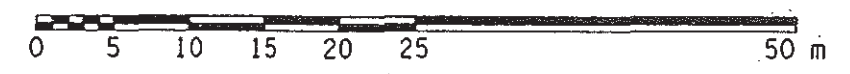
PLAN AND PROFILE TEMPORARY BYPASS
KENILWORTH TRAIL

STA. 64+016.8 TO STA. 64+169.7

SHEET
39
OF
57



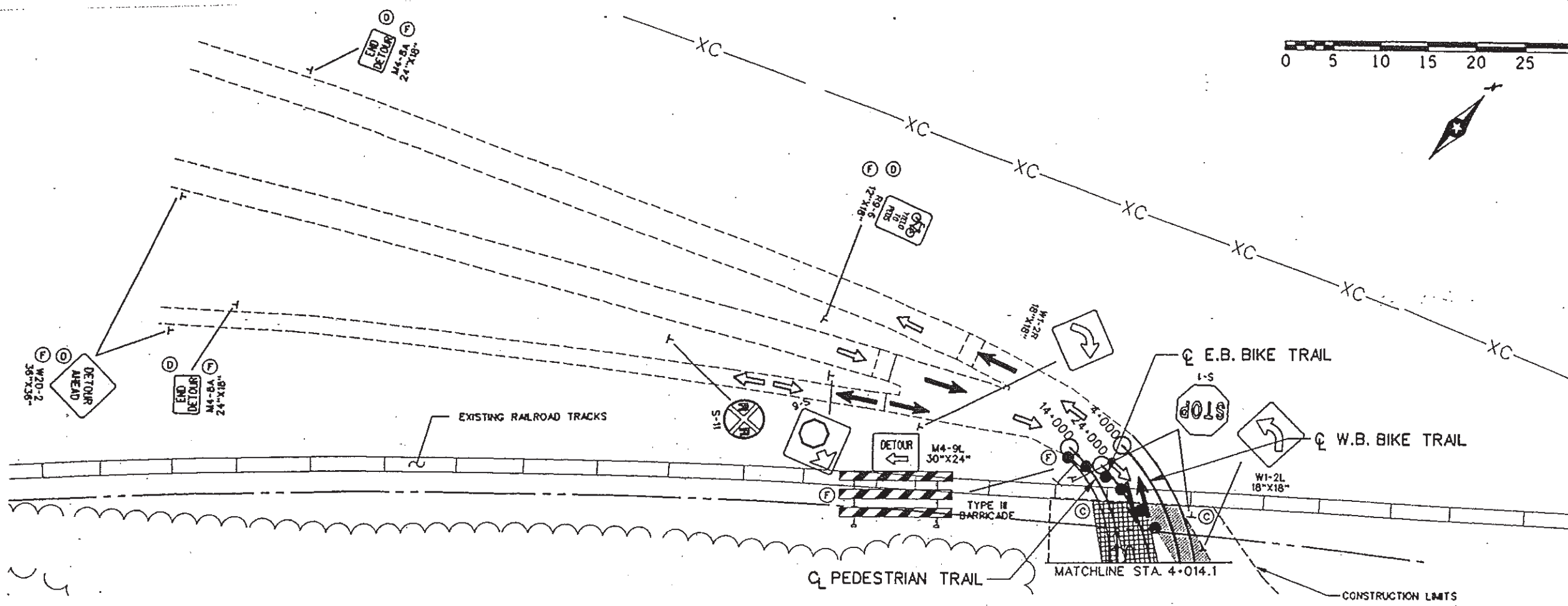
NOTES:
 (A) CLEAR AND GRUB TREES



NO. DATE BY CKD APPR NAME: CP13 589.PLN DATE: Oct. 13, 1997				I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the laws of the State of Minnesota. Date: 10-23-97		STATE PROJECT NO. 141-090-05 CITY PROJECT NO. XXX		DRAWN BY M. MCGARVEY DATE 6-97 DESIGNED BY M. MCGARVEY DATE 6-97 CHECKED BY B. LEWIS DATE 8-97 CONCL. NO. 0972590				CITY OF MINNEAPOLIS PLAN AND PROFILE KENILWORTH TRAIL STA. 3+110 TO STA. 3+280		SHEET 37 OF 57	
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- NOTES:
- (A) CLEAR AND GRUB TREES
 - (B) PAVEMENT MARKING LOCATIONS (SEE SHEET 8 FOR DETAILS.)
 - (C) SAWCUT BIT. PAVEMENT
 - (D) SIGNS TO BE INSTALLED AS PART OF TEMPORARY TRAFFIC CONTROL PHASE 2
 - (E) TO BE FURNISHED AND INSTALLED ON TEMPORARY CONNECTION AND SALVAGED AND INSTALLED ON THE PERMANENT TRAILS UPON REMOVAL OF TEMPORARY TRAIL.
 - (F) SIGNS AND BARRELS TO BE INSTALLED AS PART OF TEMPORARY TRAFFIC CONTROL - PHASE 1
- REMOVE BITUMINOUS PAVEMENT - PHASE 1
 - REMOVE BITUMINOUS PAVEMENT - PHASE 2
 - REMOVE CONCRETE PAVEMENT
- DIRECTION OF TRAIL TRAVEL - PHASE 1
- DIRECTION OF TRAIL TRAVEL - PHASE 2



1	2-6-98	WTA	MRT	DJJ	REVISE PER FEDERAL REVIEW
2	8-31-98	MCI	SGD	DJJ	REVISE CEDAR LAKE TRAIL CONNECTION
NO	DATE	BY	CHKD	APPR	REVISION
NAME: CP16 589.PLN	DATE: Sep. 09, 1998				



I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the laws of the State of Minnesota.

David J. Dwyer
Date 10-1-98 Reg. No. 23409

STATE PROJECT NO.
141-090-05

CITY PROJECT NO.
XXX

DRAWN BY DATE
L. YODRASEK 8-97

DESIGNED BY
M. MCGARVEY 8-97

CHECKED BY
R. LEWIS 7-97

COMM. NO.
0972590

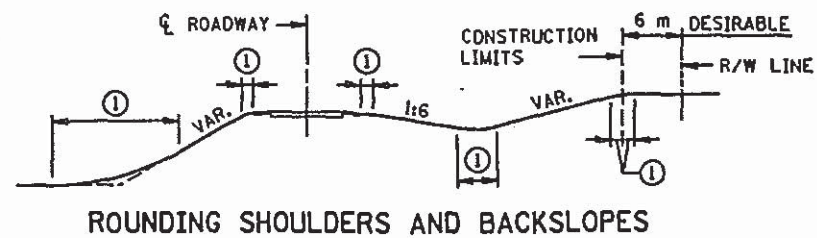
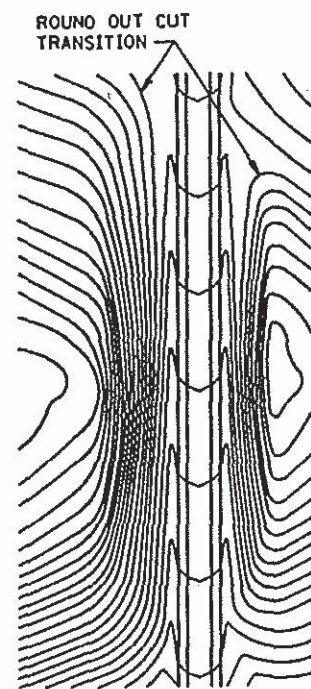


CITY OF MINNEAPOLIS

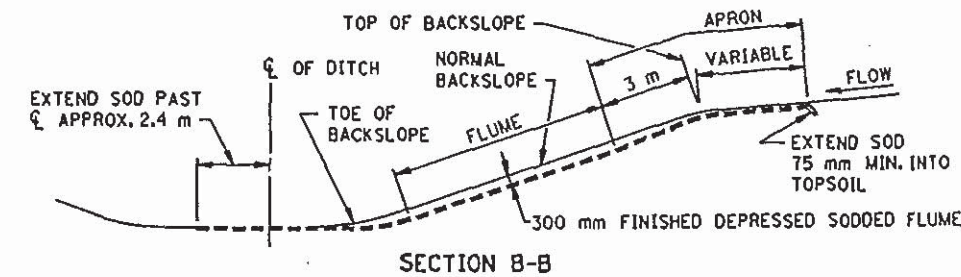
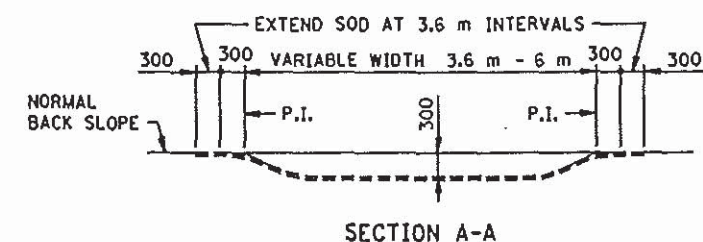
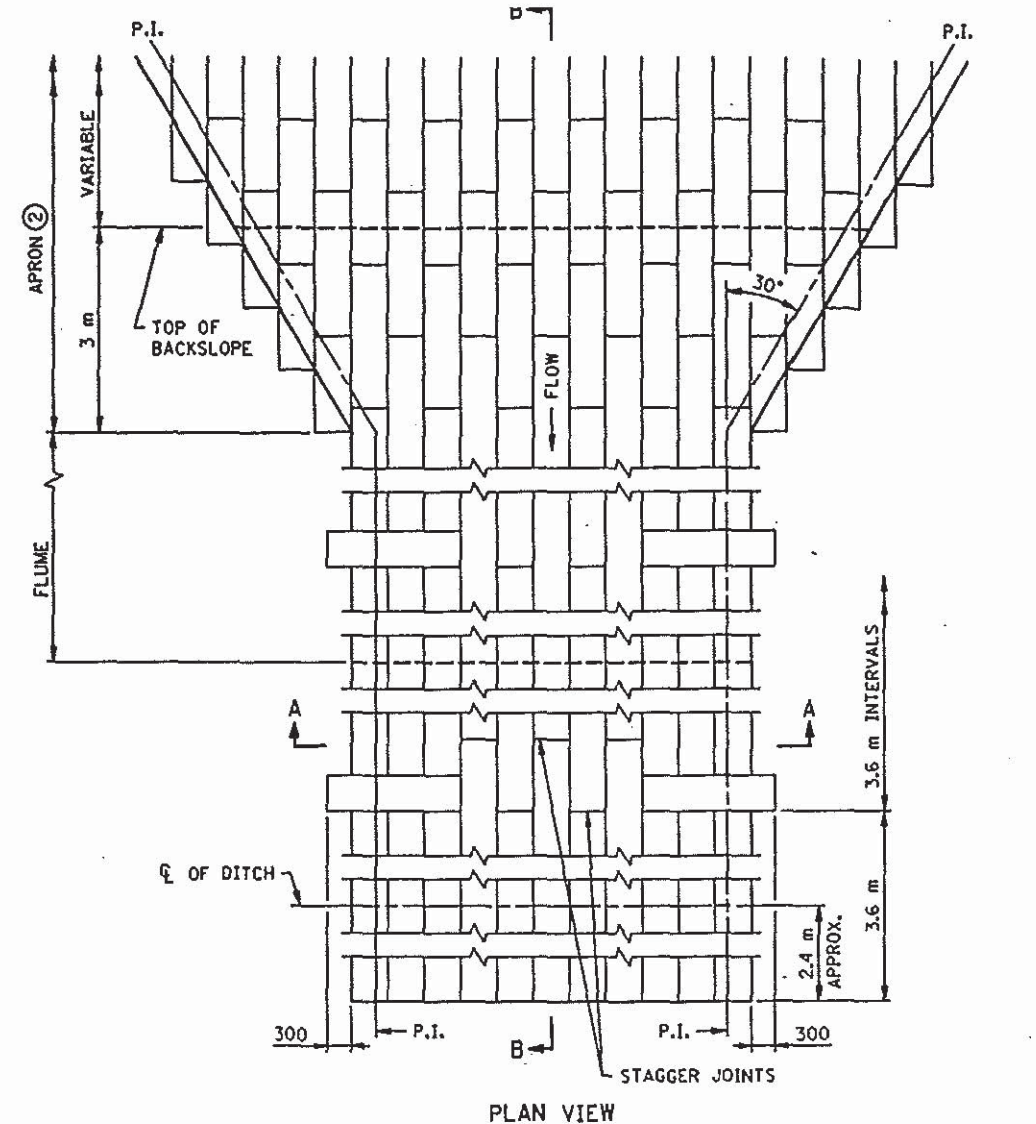
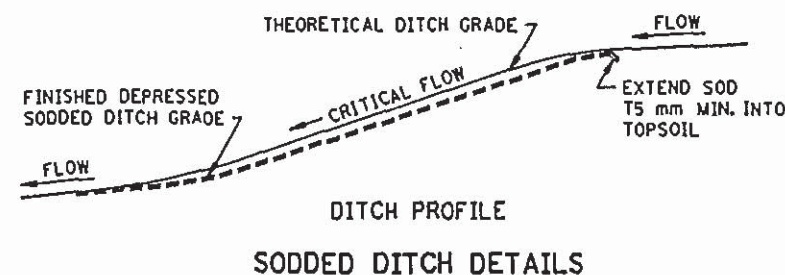
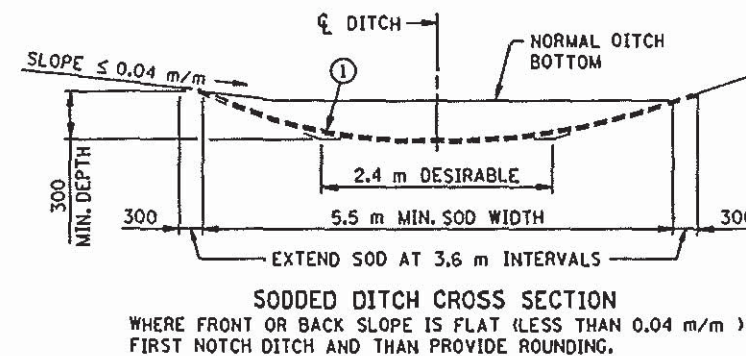
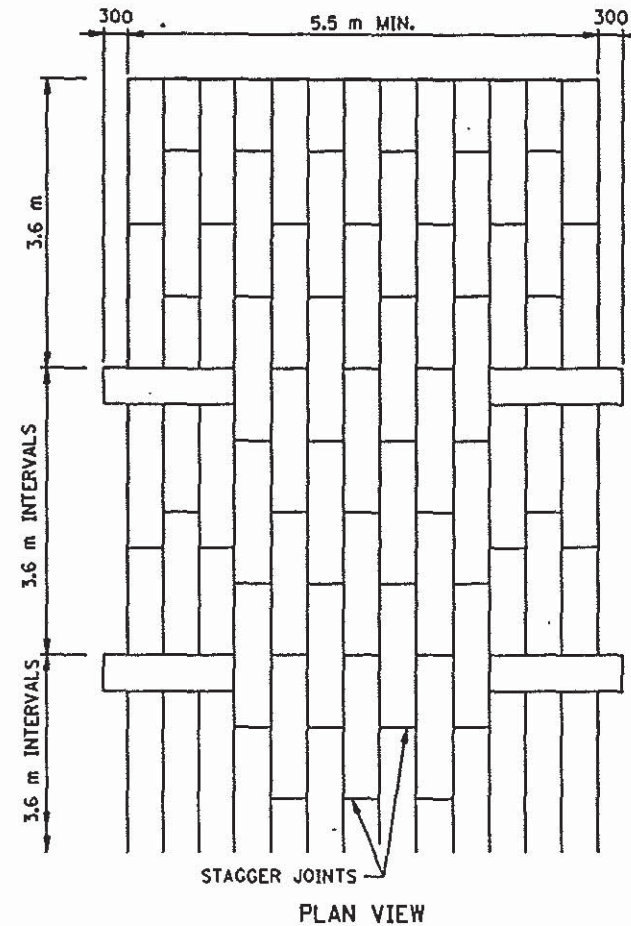
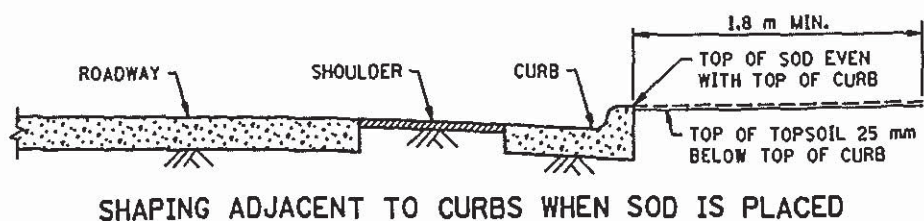
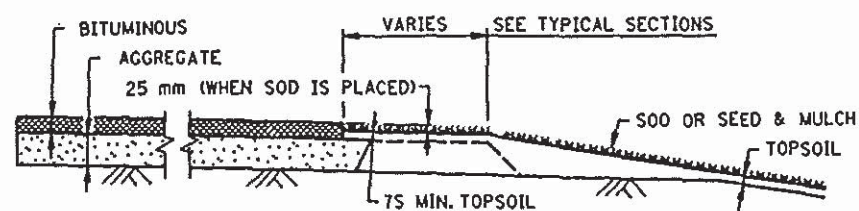
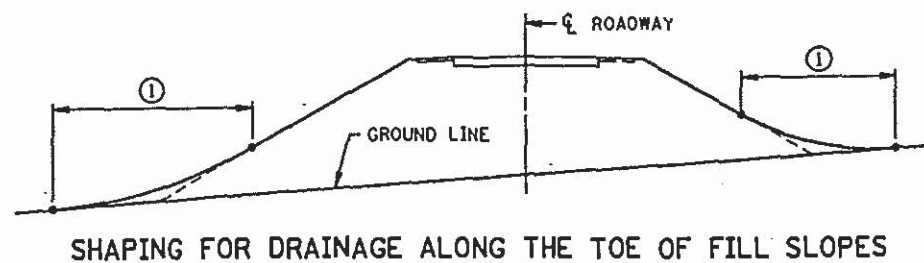
PLAN AND PROFILE TEMPORARY BYPASS
KENILWORTH TRAIL
STA. 64+016.8 TO STA. 64+169.7

SHEET
39
OF
57

CONTOURING ROAD CUTS



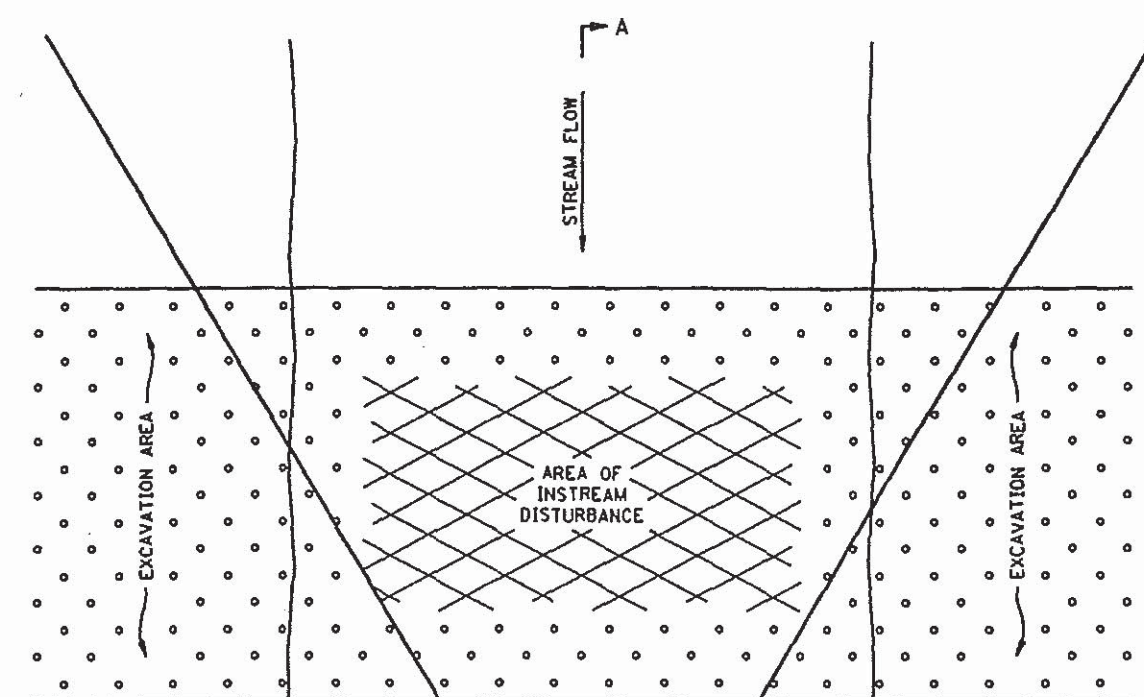
- NOTES:
SEE SPEC. 2575.3 FOR ADDITIONAL INFORMATION.
① FOR ROUNDING, SEE ROAD DESIGN MANUAL.
② CONSTRUCT TAPER AS DIRECTED BY THE ENGINEER.



MODIFIED

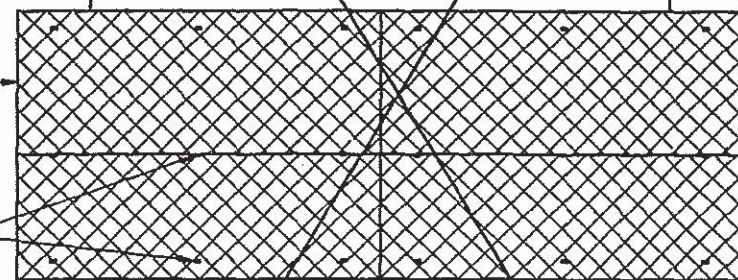
NOTE: ALL DIMENSIONS ARE IN MILLIMETERS, EXCEPT AS NOTED.

STANDARD SHEET NO. 5-297.404M	TITLE PERMANENT EROSION CONTROL ALONG ROADWAYS, DITCHES AND FLUMES
STANDARD APPROVED DECEMBER 19, 1990	



1.2 m MIN.
DOWNSTREAM
COVERAGE OF
SEDIMENT MATS
FOR EACH
0.3 m/SEC. OF
WATER VELOCITY

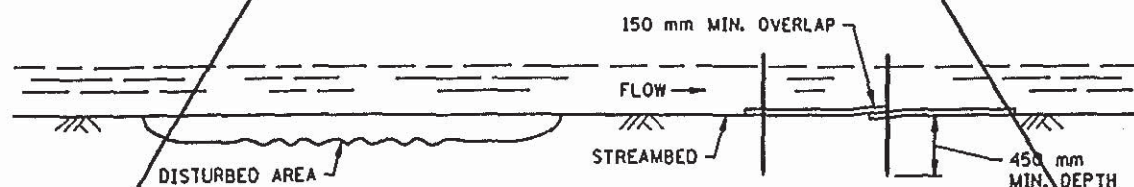
STAKE AT
0.3 m
INTERVALS



SEDIMENT
MATS

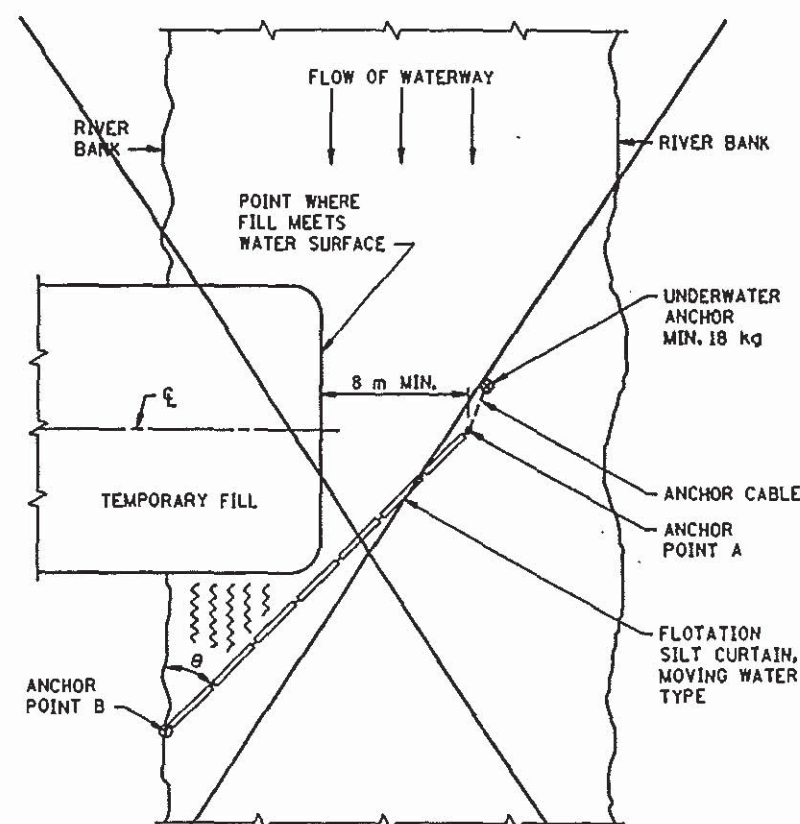
EDGE OF STREAM

PLAN VIEW



SECTION A-A
SEDIMENT MAT
TYPICAL STREAMBED INSTALLATION

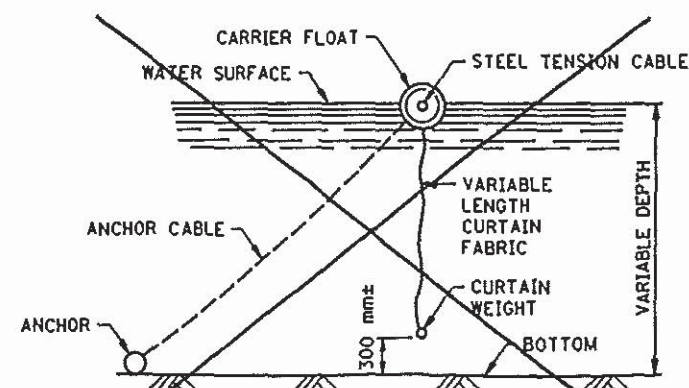
DESIGN CRITERIA:
MAXIMUM FLOW VELOCITY: 1.5 m/SEC.
MAXIMUM FLOW DEPTH: 0.6 m



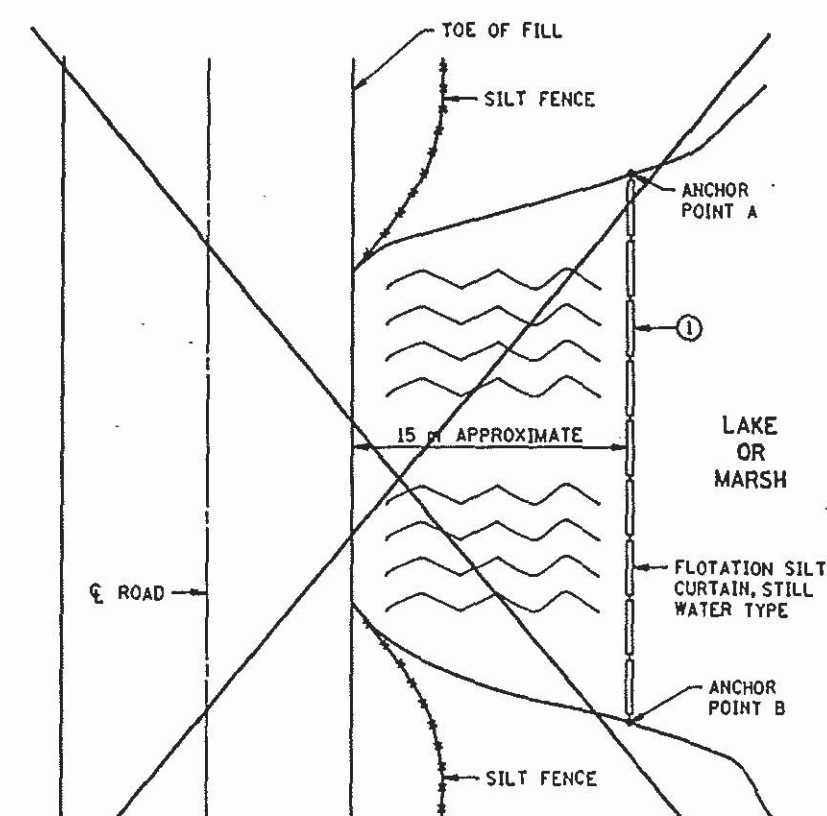
ANGLE	RIVER VELOCITY
45°	SLOW, LESS THAN 1.5 m/SEC.
35°	MODERATE, 1.5 m - 2 m/SEC.

PLAN VIEW OF SILT CURTAIN - MOVING WATER

DESIGN CRITERIA:
MAXIMUM WATER DEPTH: 3.6 m
MAXIMUM WATER VELOCITY: 2.1 m/SEC.

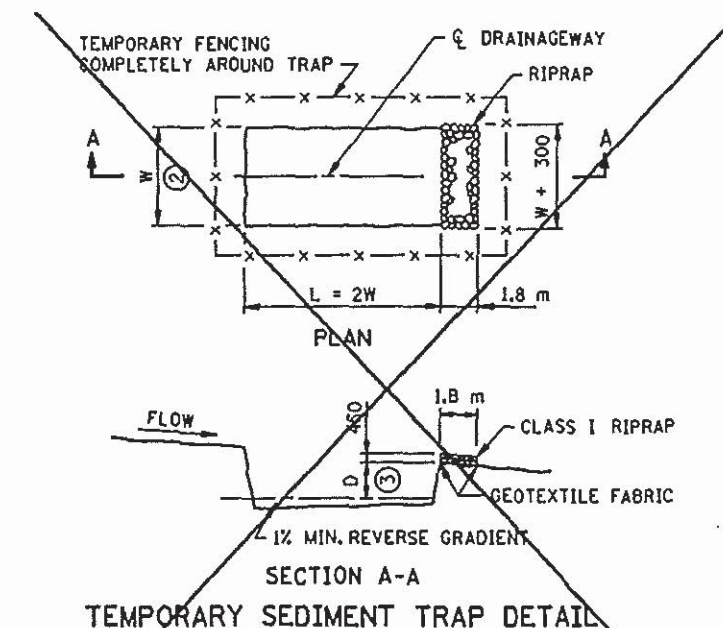


FLOTATION SILT CURTAIN DETAIL
(SEE SPEC. 388T)



PLAN VIEW OF SILT CURTAIN - STILL WATER

DESIGN CRITERIA:
MAXIMUM WATER DEPTH: 3.6 m



SECTION A-A
TEMPORARY SEDIMENT TRAP DETAIL

- NOTES:
- ① CURTAIN 300 mm FROM BOTTOM
 - ② W = 3 m MIN., 6 m MAX.
 - ③ D = 1 m MIN., 1.8 m MAX.

NOTE: ALL DIMENSIONS ARE IN MILLIMETERS, EXCEPT AS NOTED.

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the laws of the State of Minnesota.

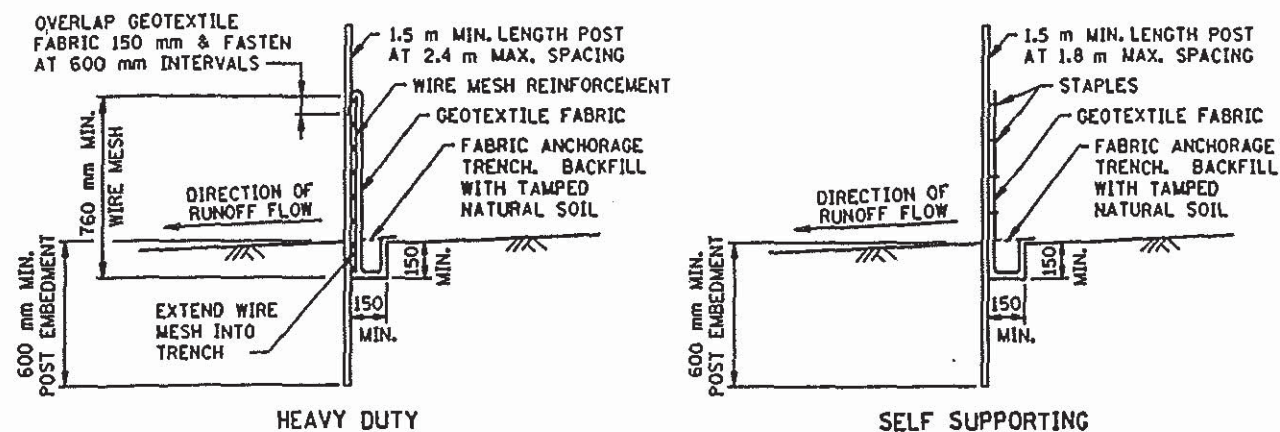
David J. Smith
Date: 10-23-97 RAY: H 23409

STANDARD SHEET NO.
5-297.405M (1 OF 3)
STANDARD APPROVED:
MAY 1, 1995

TITLE:

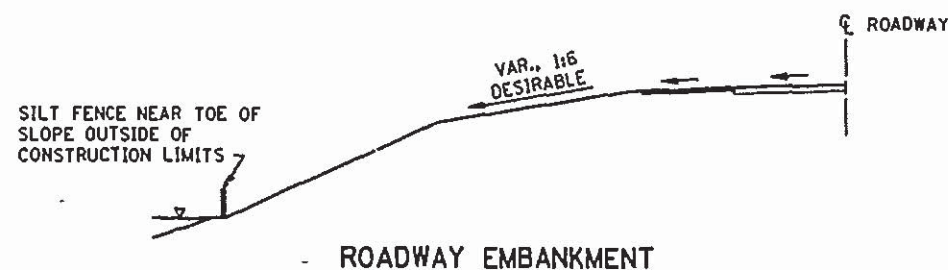
TEMPORARY EROSION CONTROL

STATE PROJ. NO. S.P. 141-090-05 SHEET NO. 41 OF 57 SHEETS

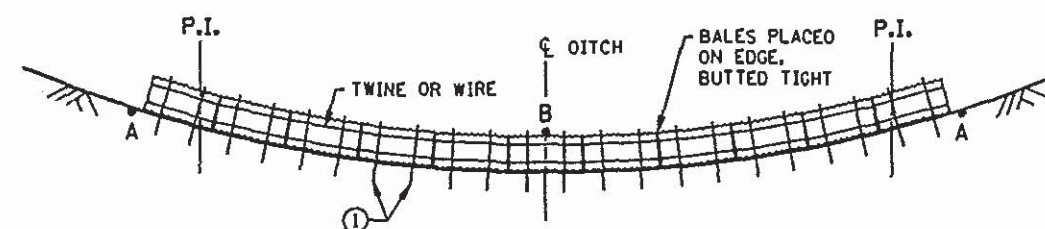
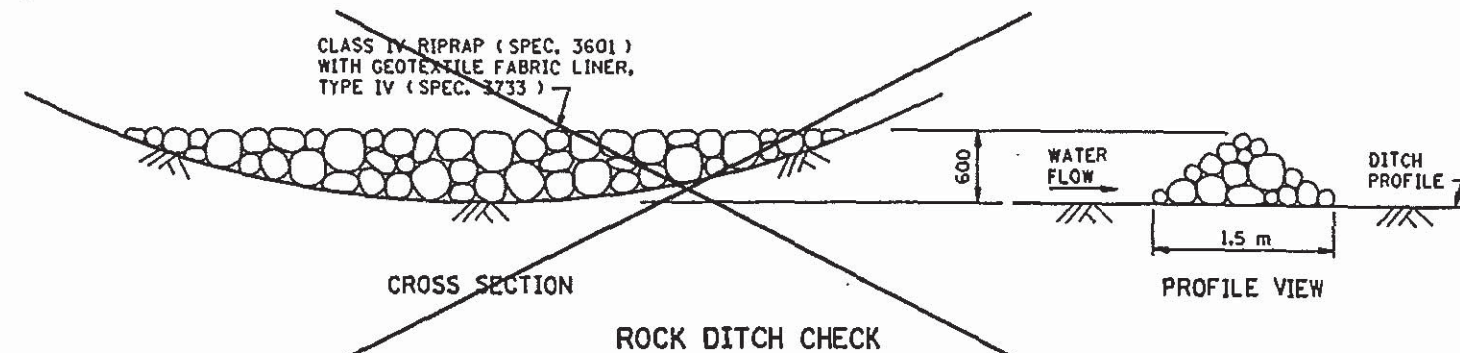


SILT FENCE DETAILS TO PROTECT AREAS FROM SHEET FLOW (SEE SPEC. 3886)

DESIGN CRITERIA:
MAXIMUM CONTRIBUTING AREA: 1.2 ha

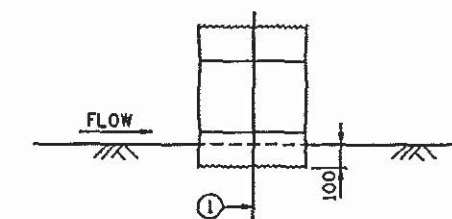


ROADWAY EMBANKMENT

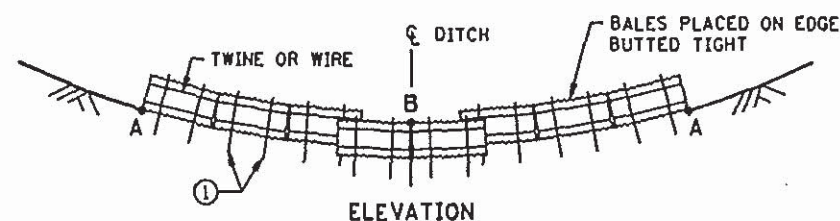
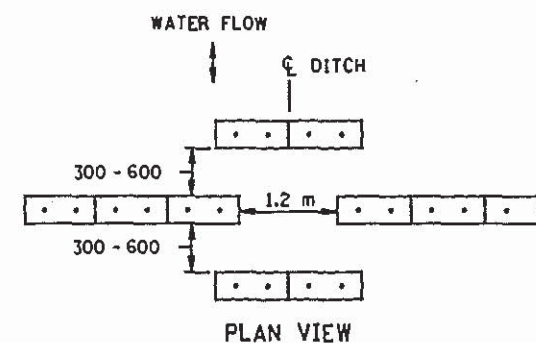


NOTE:
POINT A MUST BE HIGHER THAN POINT B

BALE DITCH SEDIMENT CHECK



BALE CHECK DETAIL



NOTE:
POINT A MUST BE HIGHER THAN POINT B

BALE DITCH VELOCITY CHECKS
(WILL REQUIRE A MINIMUM OF 10 BALES PER SITE)

RECOMMENDED SPACING BETWEEN DITCH CHECKS	
DITCH GRADE (%)	SPACING (m)
2	30
4	23
6	15
8	12
10	8

DESIGN CRITERIA:

	BALE	ROCK
STORM FREQUENCY:	2 YR. - 24 HR.	10 YR. - 24 HR.
MAX. FLOW VELOCITY:	1.5 m/SEC.	3.6 m/SEC.
MAX. DITCH GRADE:	5%	
MAX. DRAINAGE AREA:	0.8 ha	2.0 ha

NOTE:
① TWO 50 mm X 50 mm WOOD STAKES OR REINFORCING BARS IN EACH BALE AND EMBEDDED IN THE GROUND 250 mm MINIMUM.

NOTE: ALL DIMENSIONS ARE IN MILLIMETERS, EXCEPT AS NOTED.

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David J. Smith

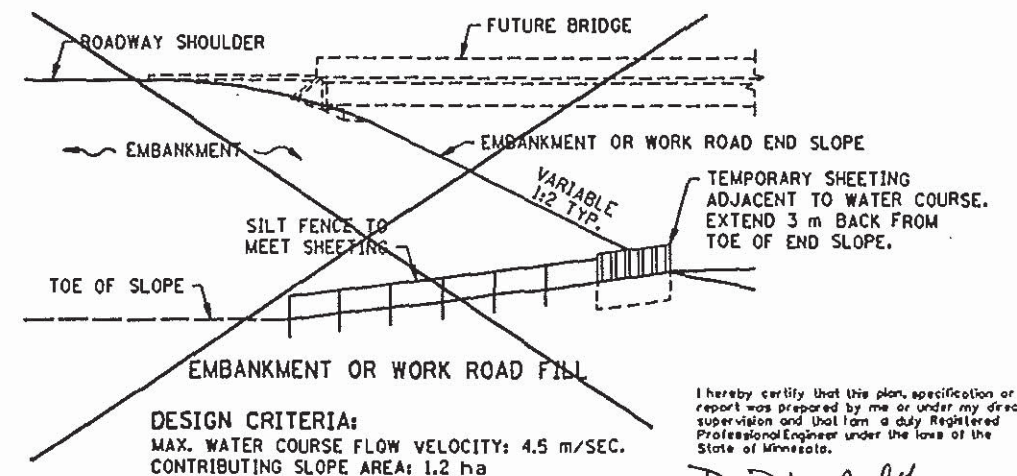
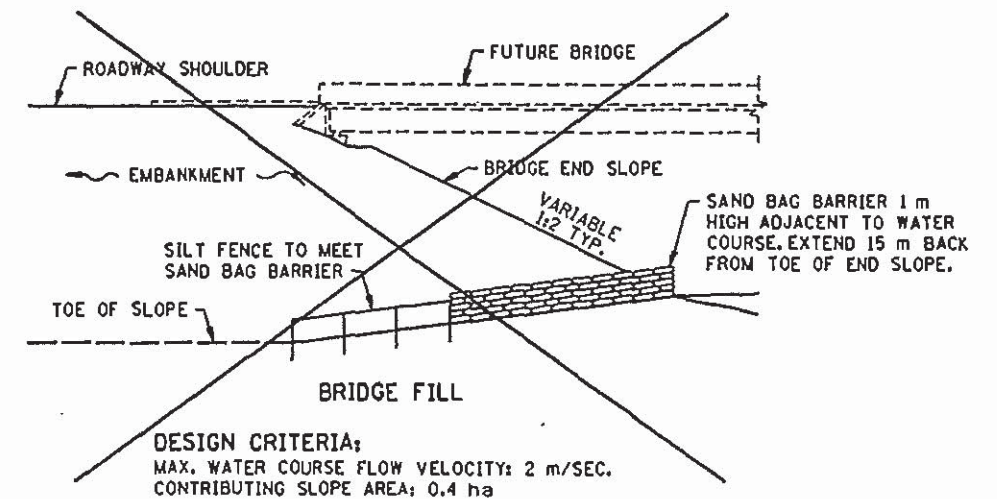
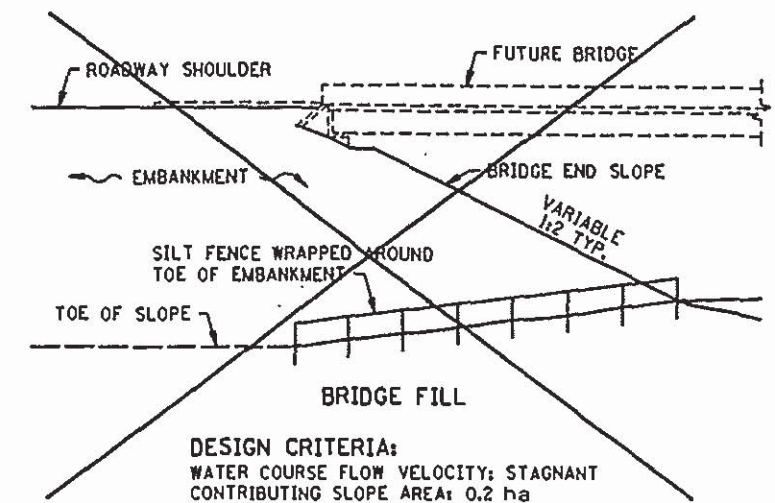
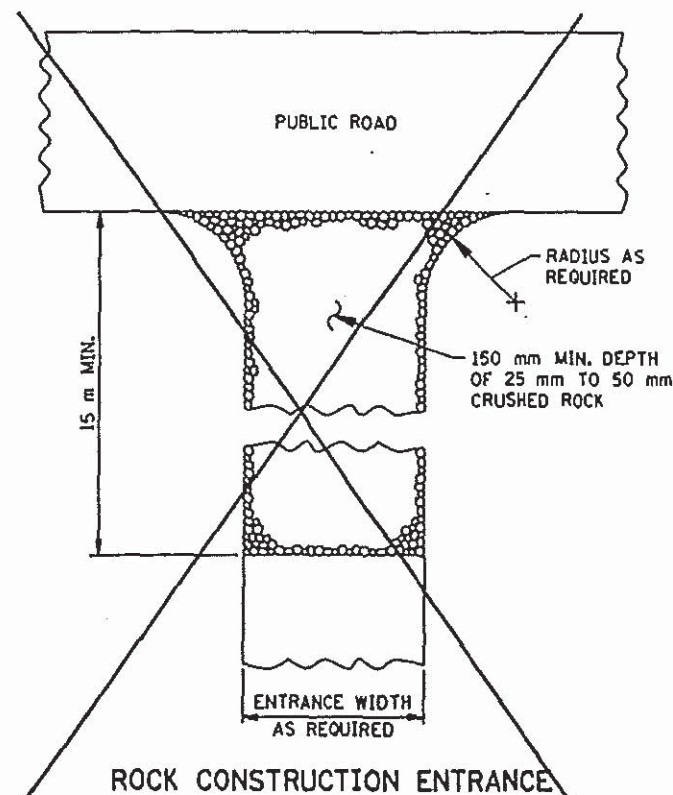
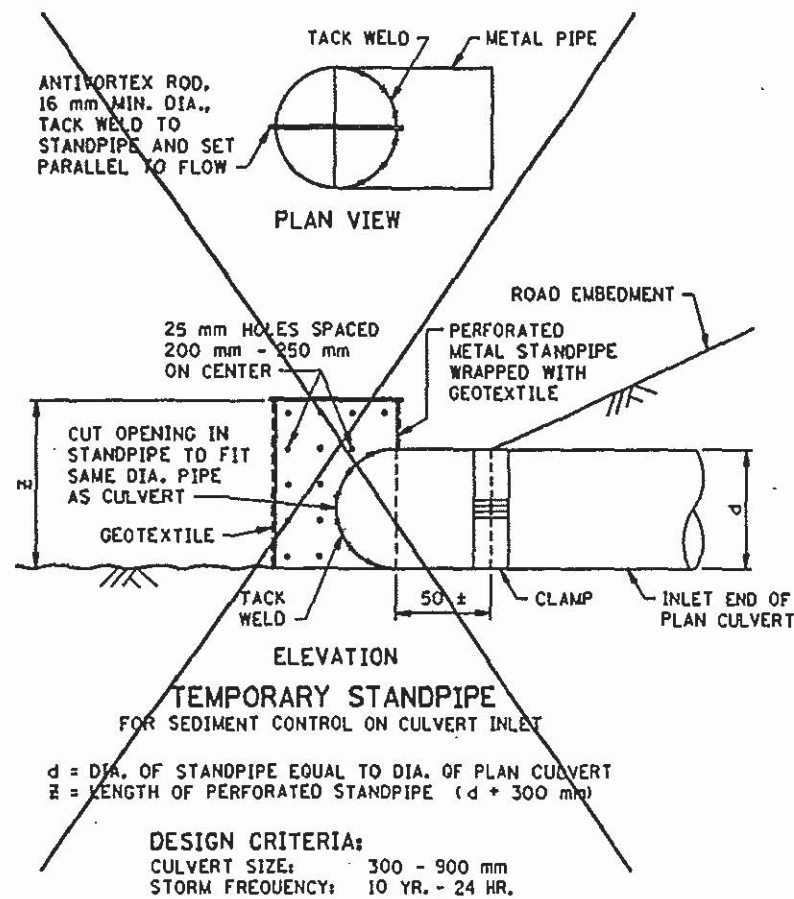
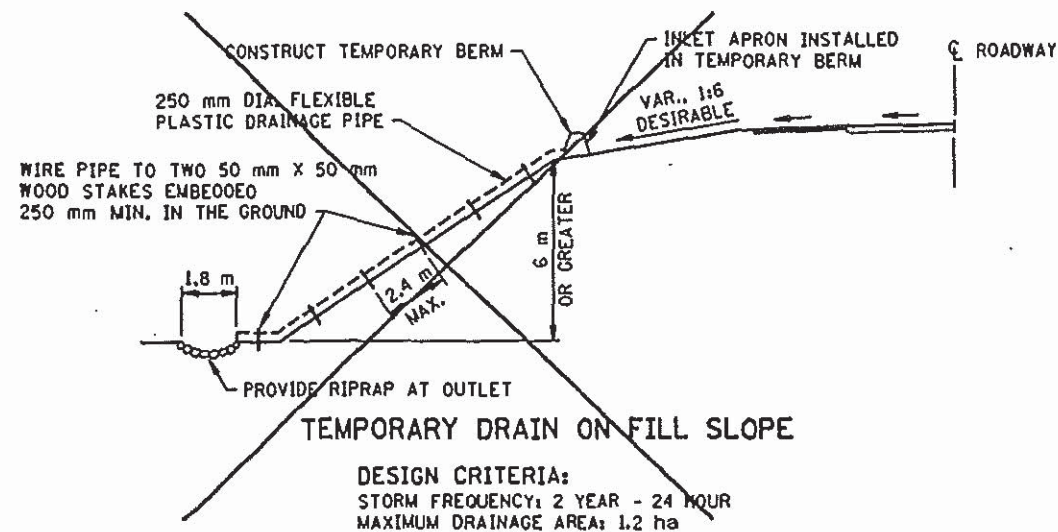
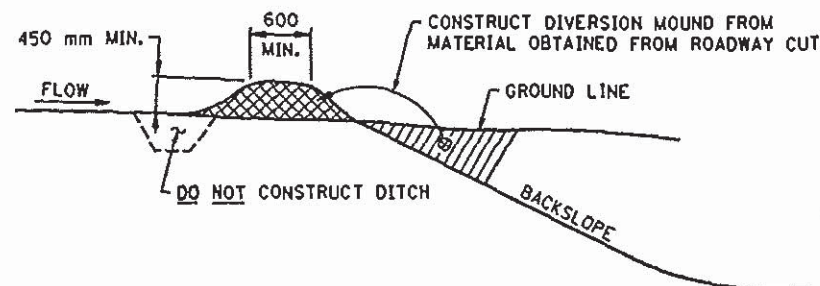
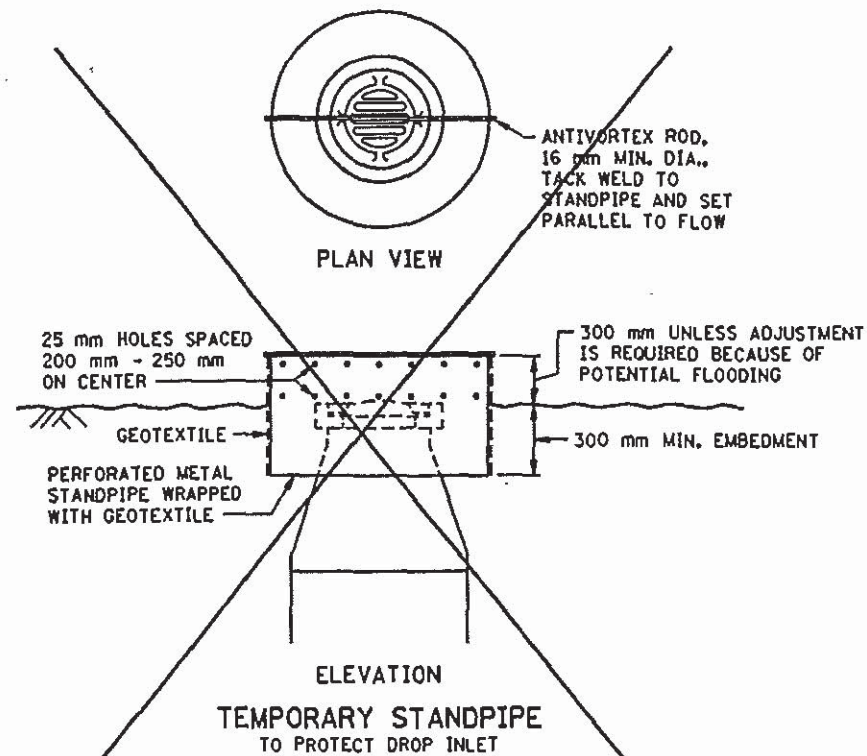
Date 10-23-97

STANDARD SHEET NO.
5-297.405M (2 OF 3)

STANDARD APPROVED:
MAY 1, 1995

TEMPORARY EROSION CONTROL

STATE PROJ. NO. S.P. 141-090-05 SHEET NO. 42 OF 57 SHEETS



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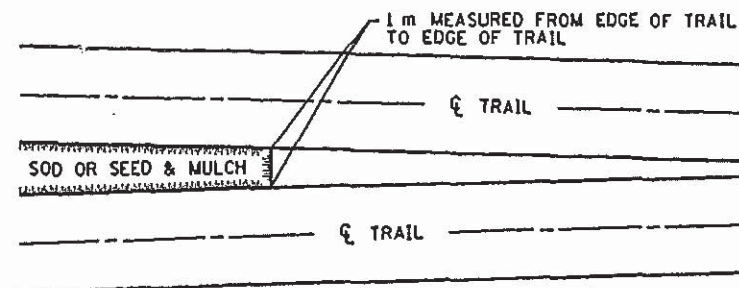
Date: 10/23/97 Reg. No. 23401

NOTE: ALL DIMENSIONS ARE IN MILLIMETERS, EXCEPT AS NOTED.

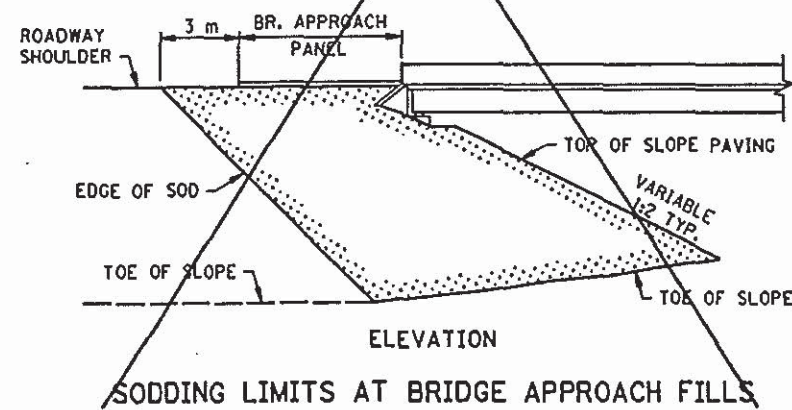
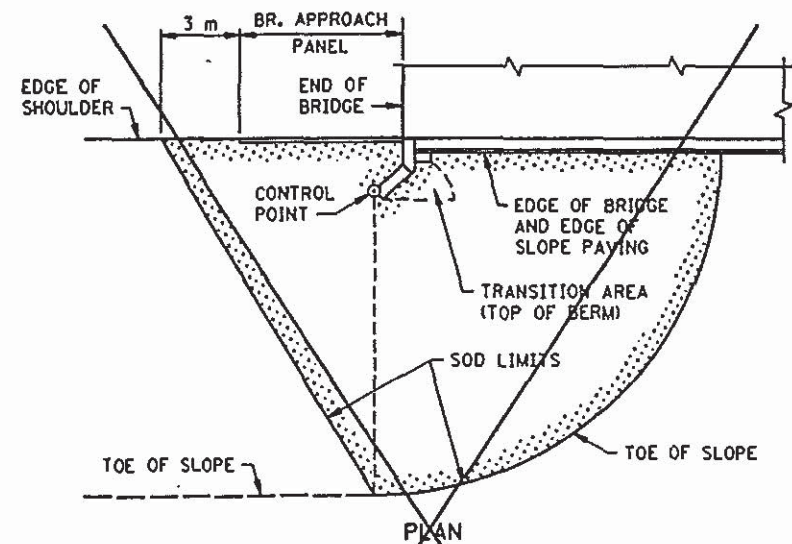
STANDARD SHEET NO.
5-297.405M (3 OF 3)
STANDARD APPROVED
MAY 1, 1995

TEMPORARY EROSION CONTROL

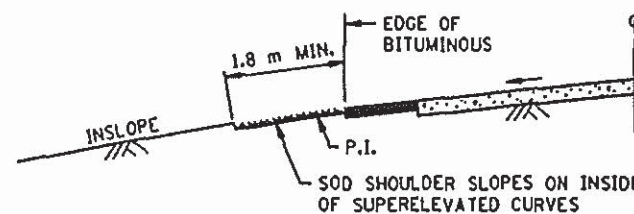
STATE PROJ. NO. S.P. 141-090-05 SHEET NO. 43 OF 57 SHEETS



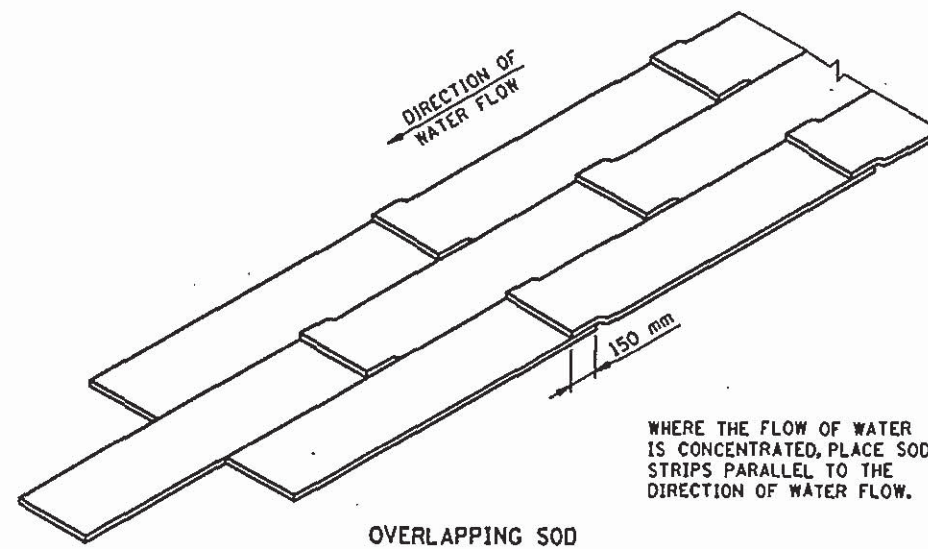
SODDING LIMITS AT GORE AREA



SODDING LIMITS AT BRIDGE APPROACH FILLS

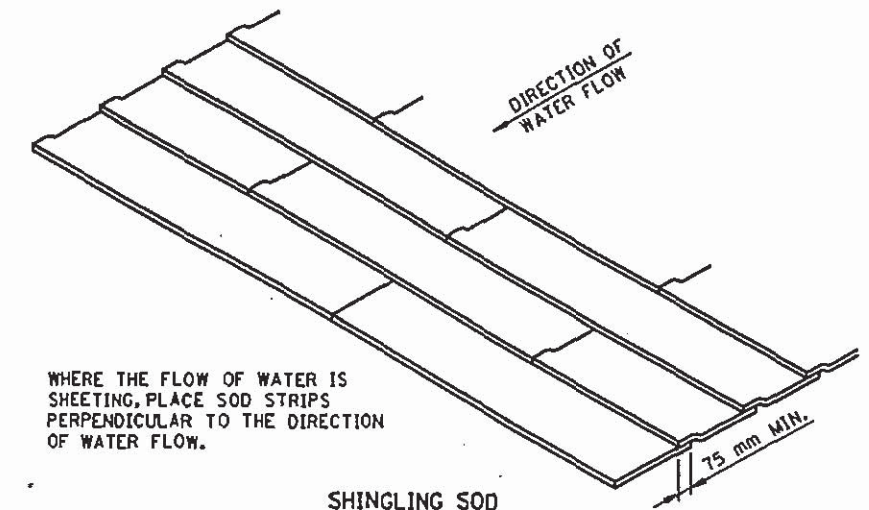


SODDING INSLOPES OF SUPERELEVATED CURVES



OVERLAPPING SOD

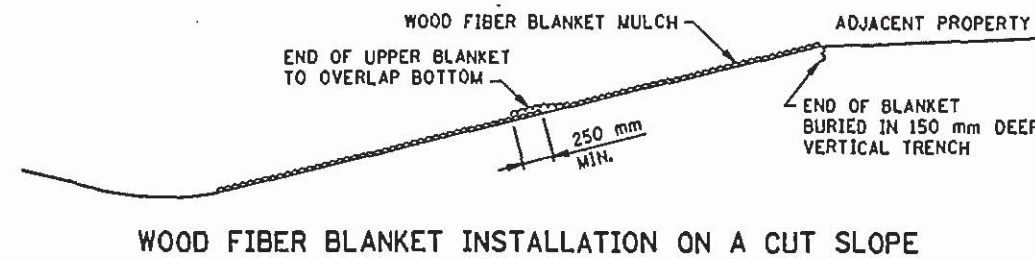
WHERE THE FLOW OF WATER IS CONCENTRATED, PLACE SOD STRIPS PARALLEL TO THE DIRECTION OF WATER FLOW.



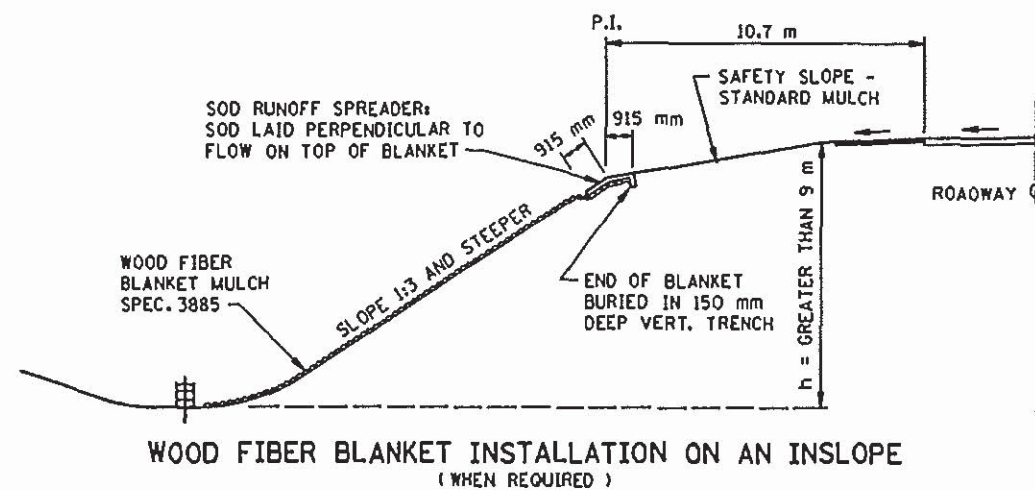
SHINGLING SOD

WHERE THE FLOW OF WATER IS SHEETING, PLACE SOD STRIPS PERPENDICULAR TO THE DIRECTION OF WATER FLOW.

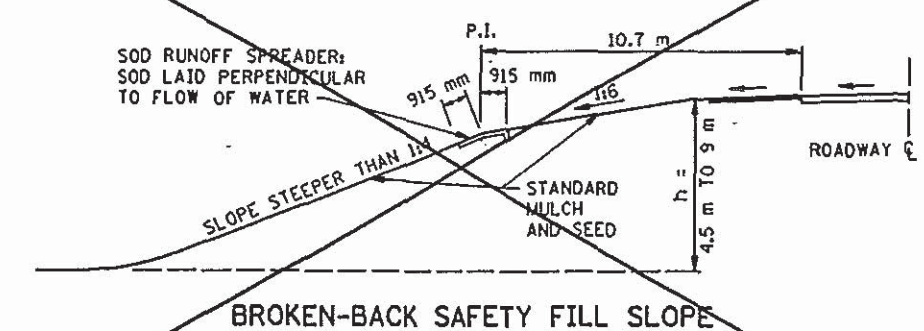
SPECIAL SOD PLACEMENT TECHNIQUES



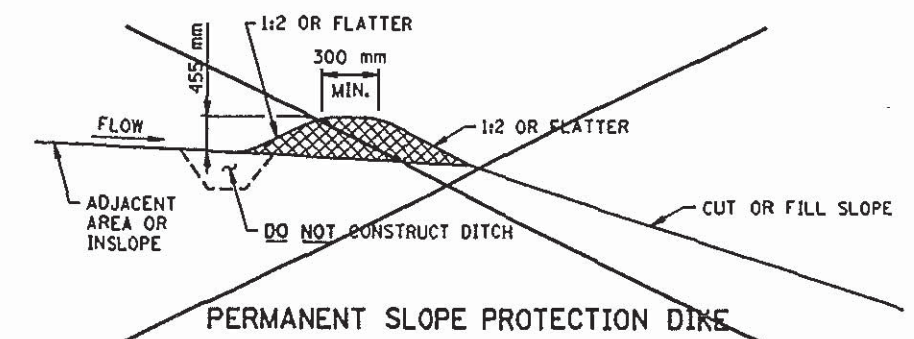
WOOD FIBER BLANKET INSTALLATION ON A CUT SLOPE



WOOD FIBER BLANKET INSTALLATION ON AN INSLOPE (WHEN REQUIRED)

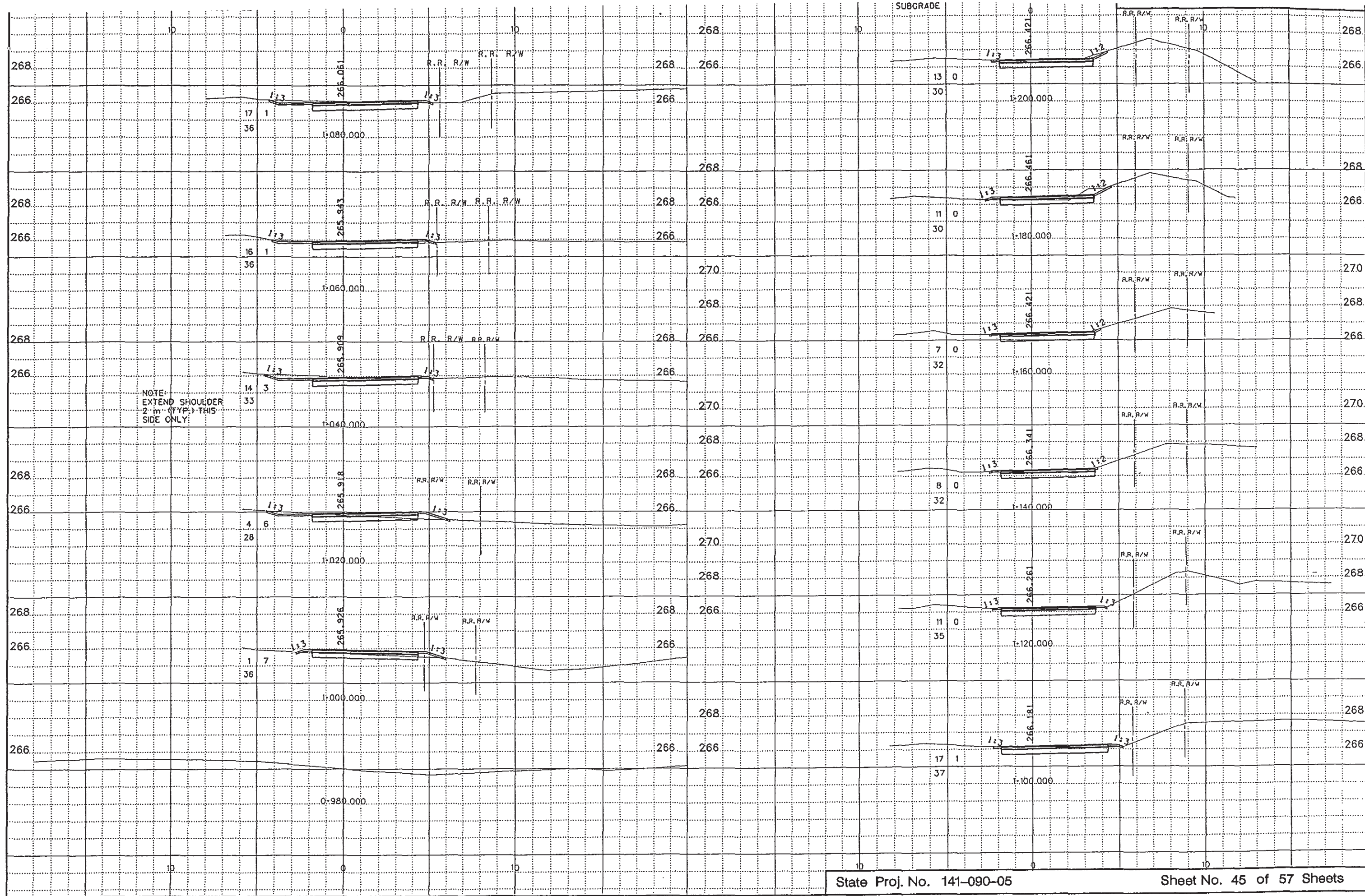


BROKEN-BACK SAFETY FILL SLOPE

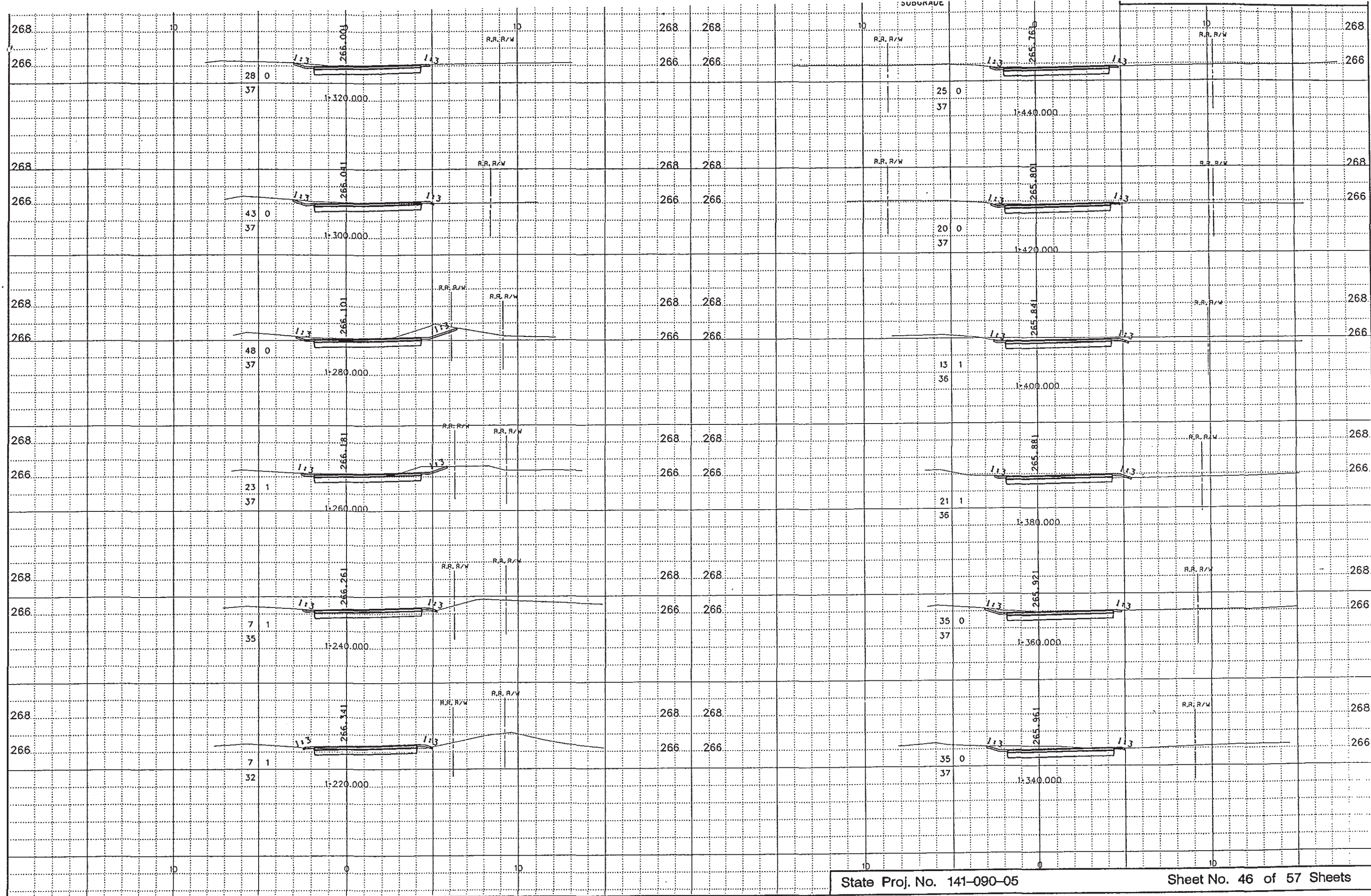


PERMANENT SLOPE PROTECTION DIKE

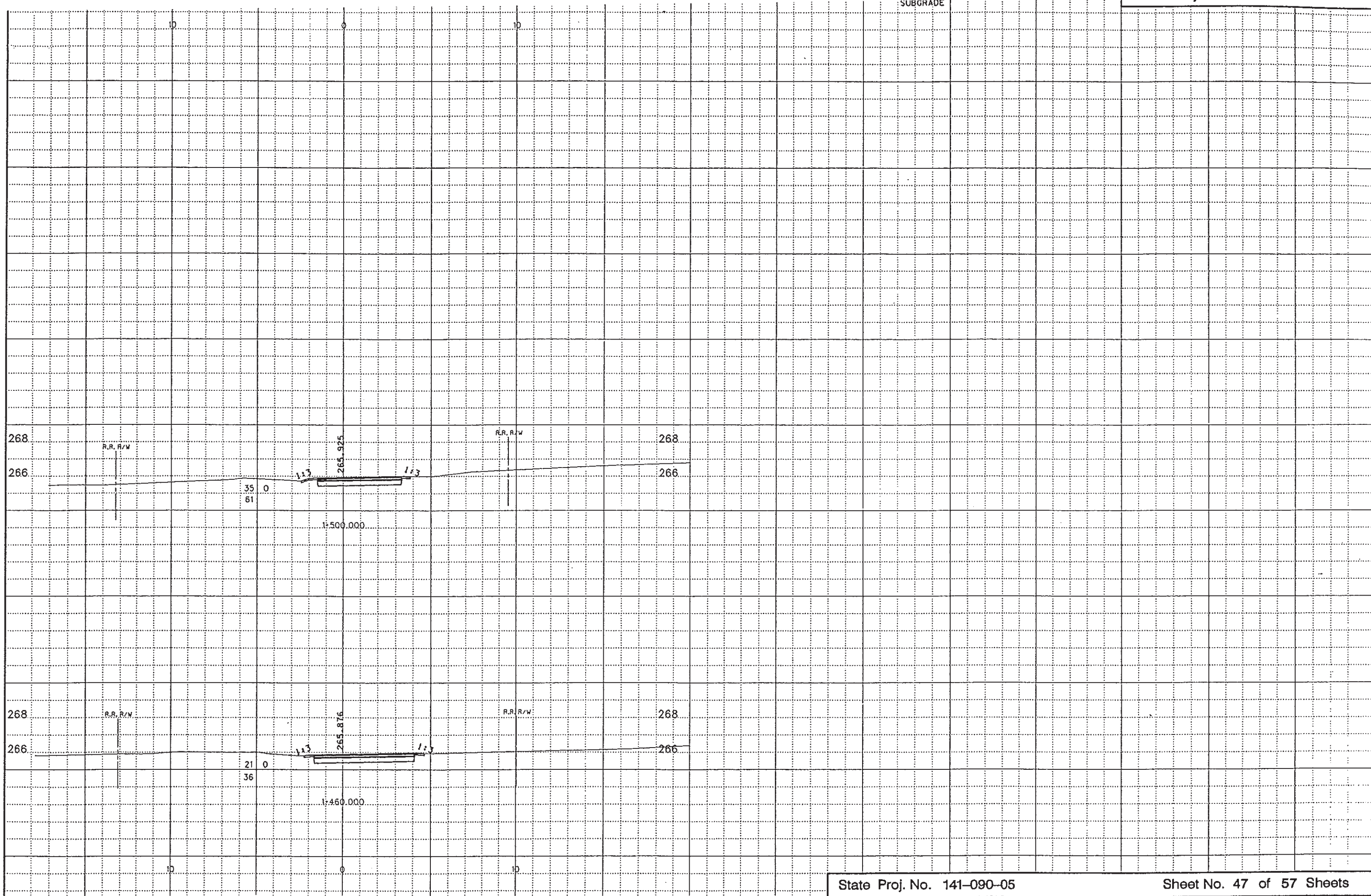
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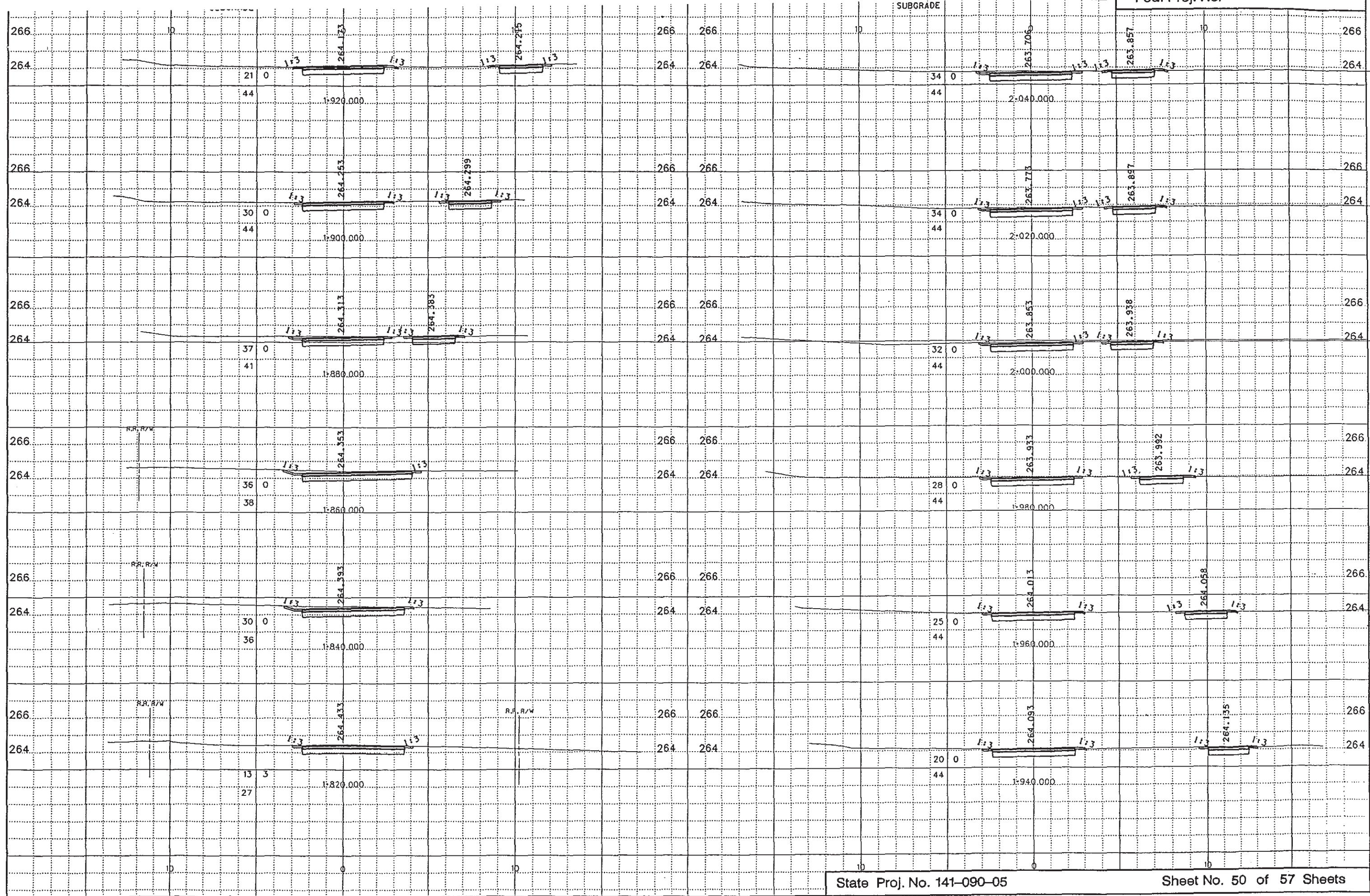
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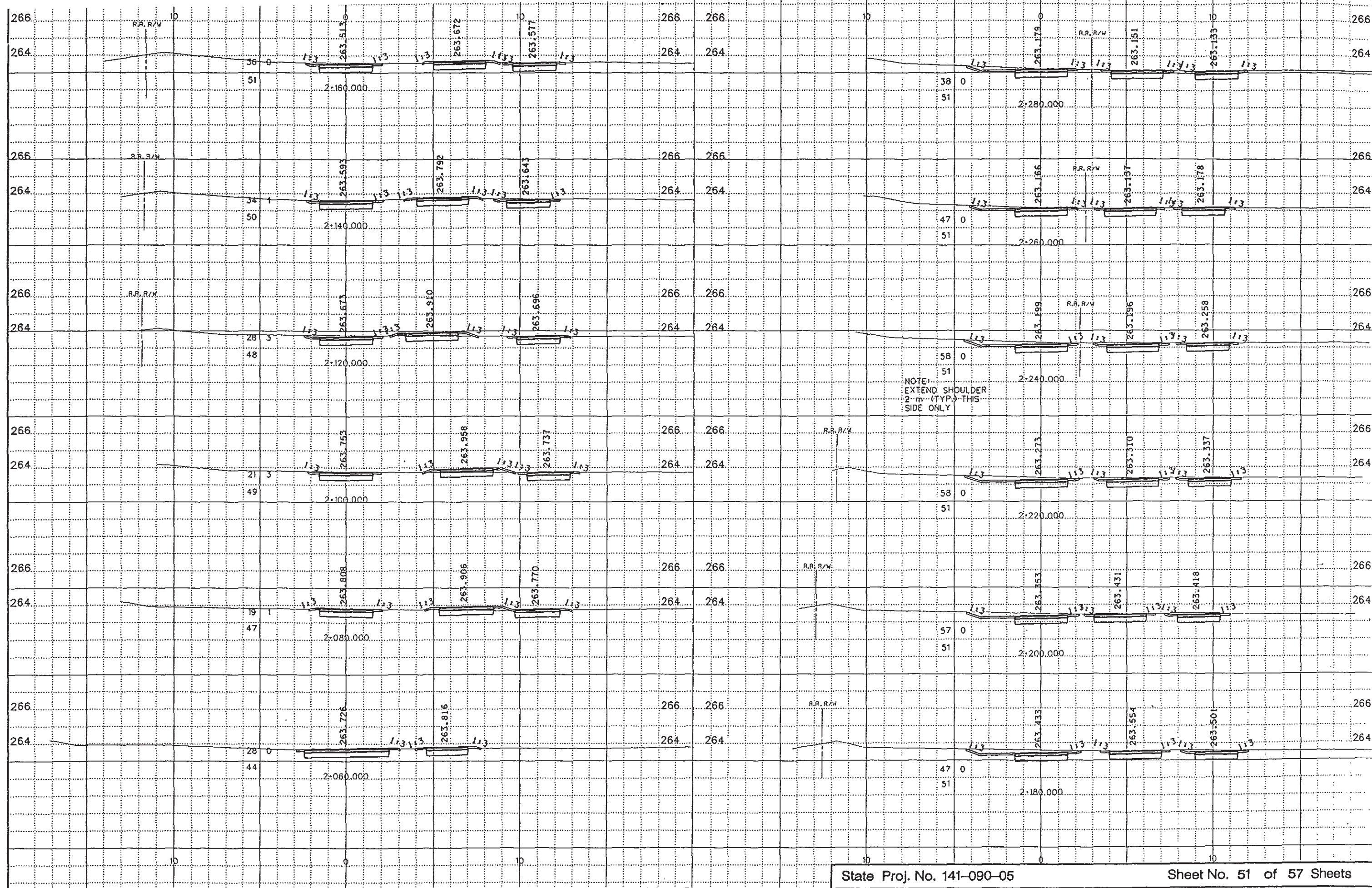
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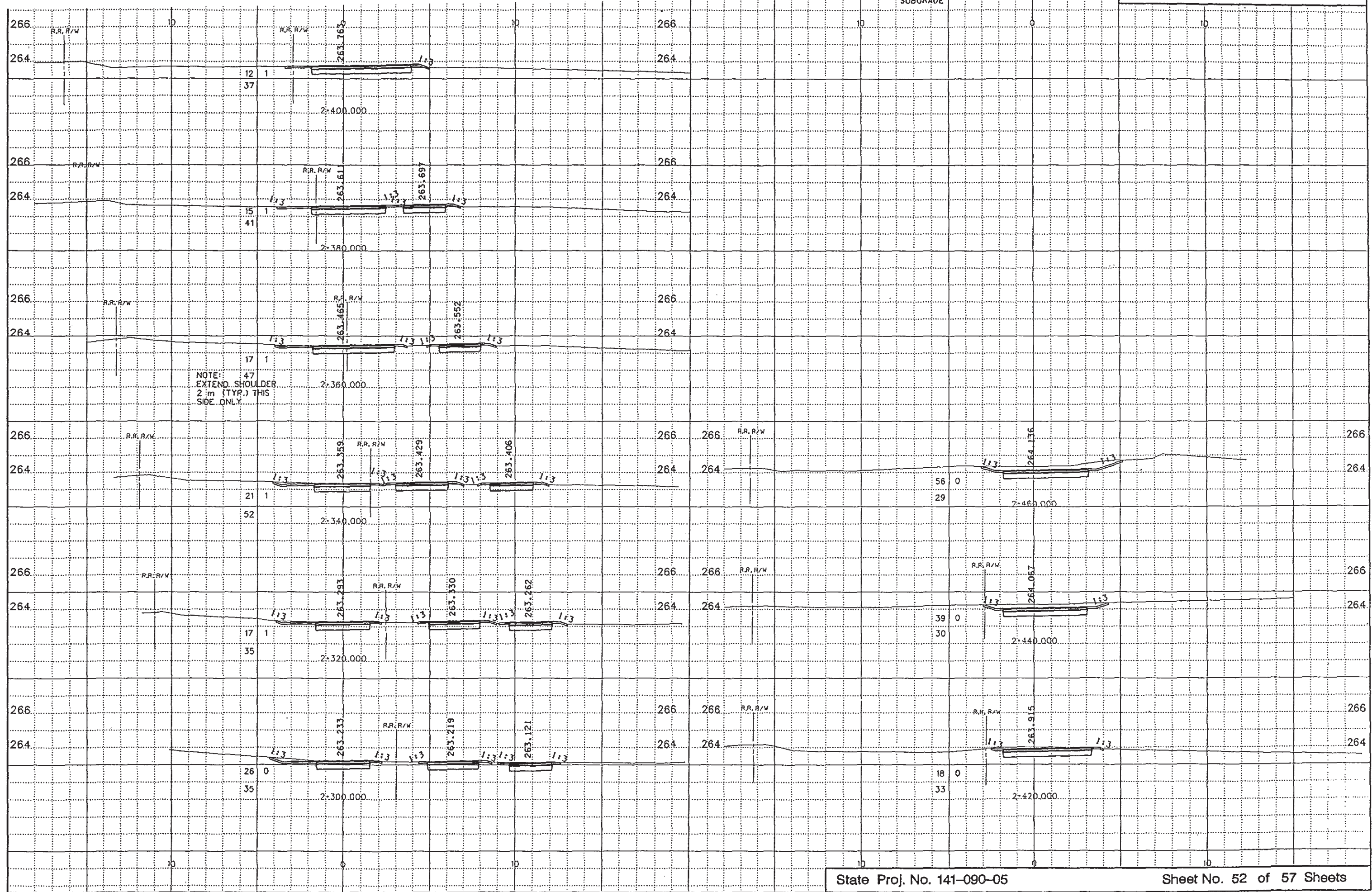
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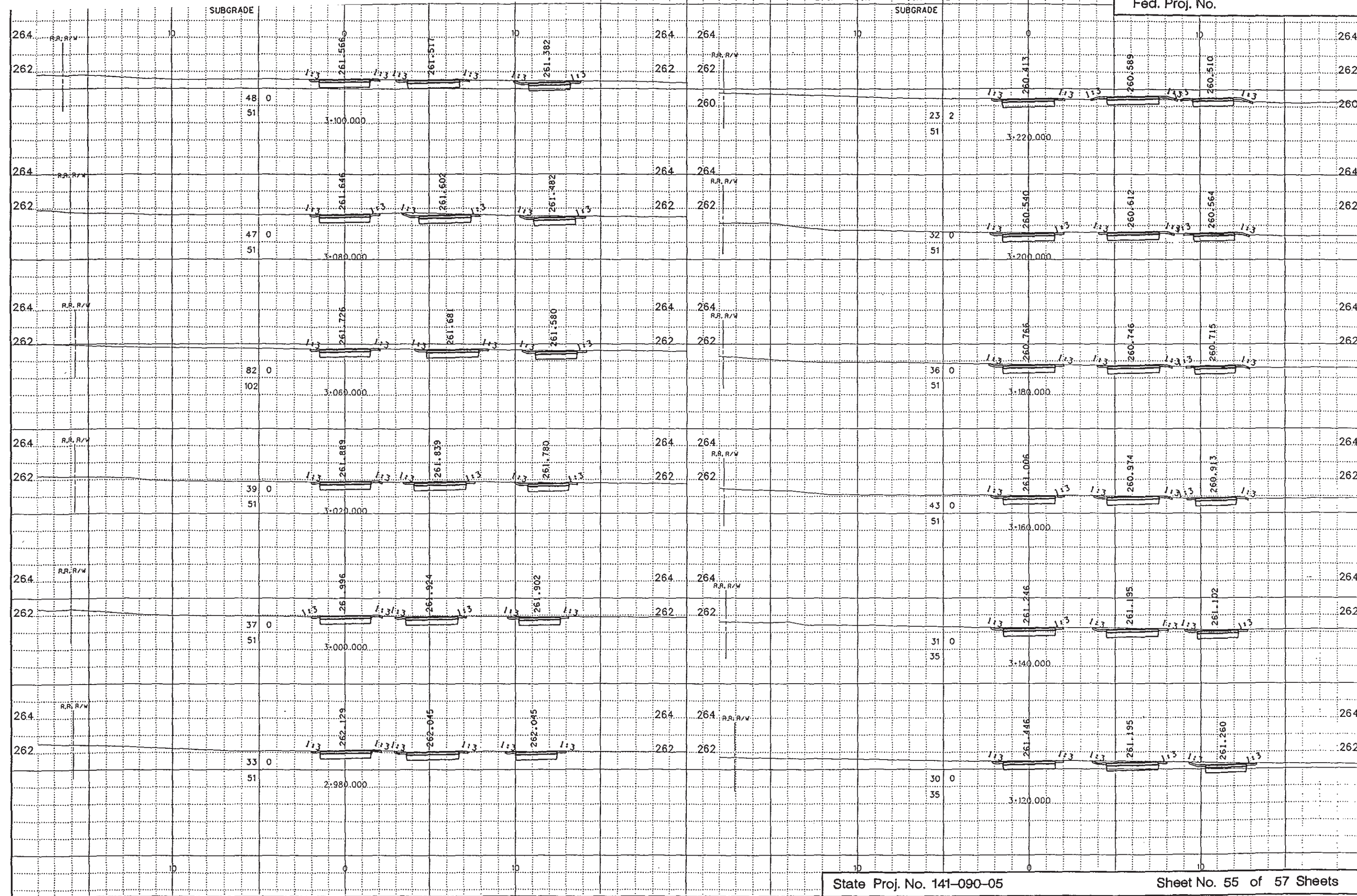


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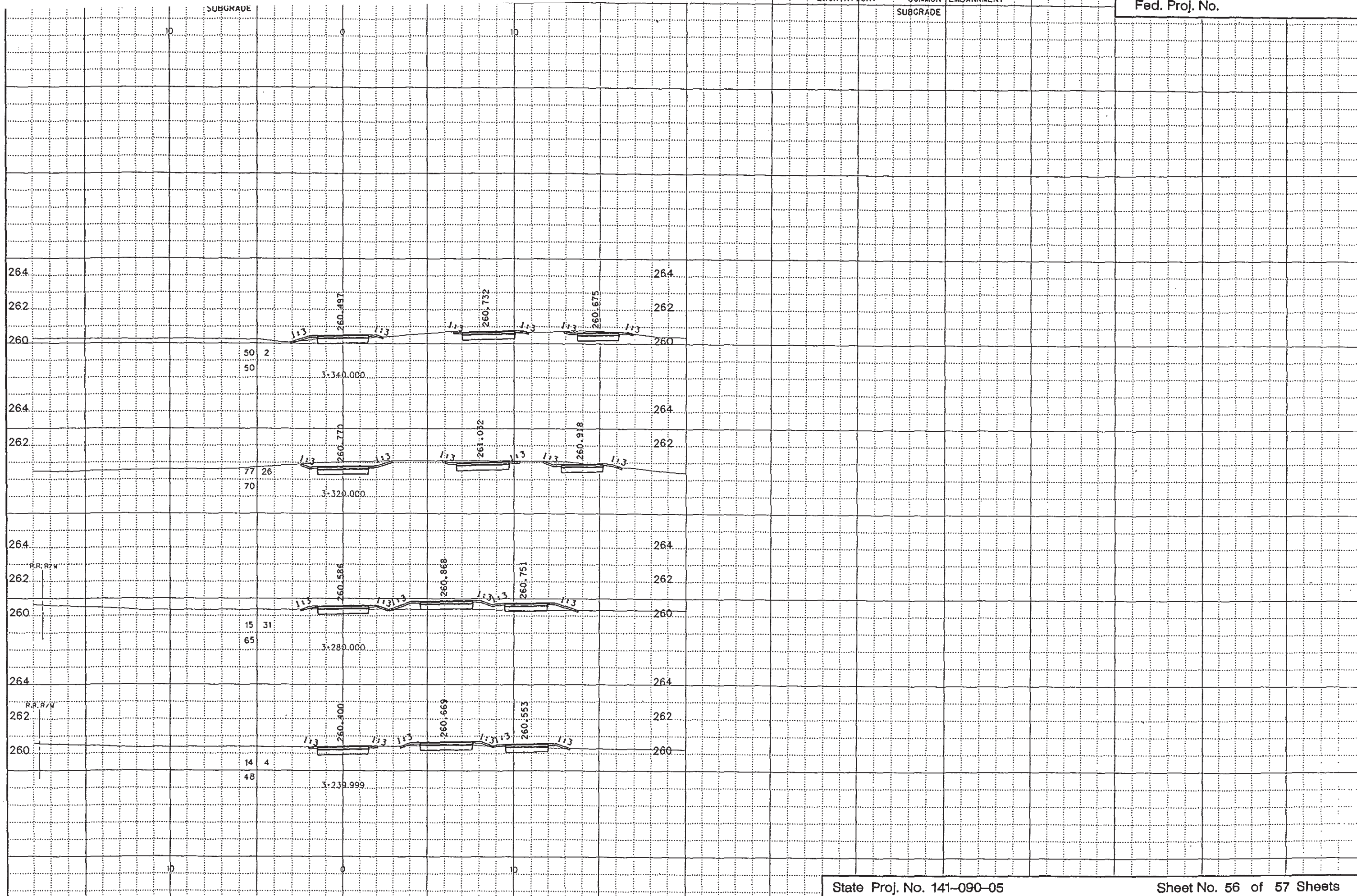


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EXCAVATION: COMMON EMBANKMENT
SUBGRADE

Fed. Proj. No.

264

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